

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

**MINUTES**

The Tennessee Real Estate Commission met on February 17, 2026, at 8:30 a.m. CST in meeting room 1-A at Davy Crockett Tower, 500 James Robertson Pkwy Nashville, Tennessee 37243. Additionally, the meeting was streamed electronically via the Webex Webinars meeting platform. Executive Director Denise Baker read the public disclaimer and called the roll. The following Commission members were present: Chairman Geoffrey Diaz, Vice Chair Joan Smith, Commissioner Steve Guinn, Commissioner Michael Gaughan, Commissioner Joe Begley, Commissioner Kathy Tucker and Commissioner Wyatt Rampy. Commissioners Jon Moffett and Commissioner Stacie Torbett were absent. Quorum Confirmed. Others present are Associate General Counsel Anna D. Matlock, Associate General Counsel Kim Cooper, Associate General Counsel Aerial Carter, Paralegal Carol McGlynn, Director of Education Brittany Morris, and TREC staff member Denny Lammers.

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

The motion to approve the February 17, 2026, agenda was made by Vice Chair Smith and seconded by Commissioner Tucker. The motion passed unanimously.

The December 17, 2025, Commission meeting minutes were submitted for approval. The motion to approve the December 17, 2025, minutes was made by Commissioner Gaughan and seconded by Vice Chair Smith. The motion passed unanimously.

**FRESH START APPLICANTS**

Michael Moreno appeared before the Commission to seek approval to apply for his affiliate broker license.

Commissioner Gaughan motioned to approve Michael Moreno and was seconded by Commissioner Begley. The motion passed 4-3 with Vice Chair Smith, Commissioner Guinn, and Commissioner Tucker voting against.

Brittany Garrett appeared before the Commission to seek approval to apply for her Affiliate Broker license. Commissioner Tucker motioned to approve Brittany Garrett and was seconded by Vice Chair Smith. The motion passed unanimously.

## **WAIVER REQUESTS**

Executive Director Denise Baker presented Jay Lamar to the Commission seeking a waiver for re-testing and fees. A motion to deny the request was made by Vice Chair Smith and seconded by Commissioner Guinn. The motion passed 6-1 with Commissioner Begley voting no.

Executive Director Denise Baker presented Crystell Harris to the Commission seeking a waiver for fees and acceptance of 3 late CE hours. Commissioner Begley motioned to approve the request and seconded by Commissioner Tucker. The motion passed unanimously.

## **EDUCATION REPORT**

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

The motion to approve courses 1-61 was made by Commissioner Guinn and seconded by Commissioner Tucker. The motion passed unanimously.

Director of Education Brittany Morris presented the instructor's biographies for approval. The motion to approve the eighteen (18) instructor biographies was made by Commissioner Guinn and seconded by Vice Chair Smith. The motion passed unanimously.

## **EXECUTIVE DIRECTOR REPORT**

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

Director Baker began a presentation highlighting an update of the high school program. Showing that in 2025 TREC enrolled one hundred fifty-eight (158) participants in the program. Forty-two (42) participants completed the 90-hour coursework, and of those forty-two (42) students, eight (8) are now licensed. We've made improvements to the program in 2025. We added three (3) milestones to help participants through the material. The first milestone was to watch the Kaplin commitment video within fourteen (14) days of enrollment. The second milestone was to complete at least thirteen (13) units or thirty (30) hours of seat time. The last milestone was to participate in the course for new affiliates in the time listed above, so it's either sections one through five or at least fifteen (15) hours of seat time within ninety (90) days. We did grant extensions to participants in the program if they did

request them and if they did not request an extension, then we removed them for the program after we gave them notice several times. Kaplan also offered a monthly webinar for participants of this program, just particular to the Tennessee.

Director Baker announced that the spring newsletter is scheduled for release the week of March 23, 2026, and the 2026 cohort will be formally announced in that publication. Following the newsletter release, we will begin accepting program applications on April 1<sup>st</sup>. TREC has allotted funding to support a hundred and nine students. TREC has allotted funding to support one hundred and nine (109) students.

## **LEGAL SECTION**

Associate General Counsel presented a legislative update to the Commission of bills that may impact the industry and the Commission this session. Ms. Matlock discussed the following proposed bills:

- [SB1786/HB1916](#): this bill would add new language exempting licensed affiliate brokers or brokers from also fulfilling requirements to be a designated agent for vacation lodging services. The vacation lodging services, if applicable, will remain under the supervision of the principal broker.
- [HB1677/SB1692](#): filed as Military Families Licensing Recognition Act. This bill creates licensing standards and limitations for active or retired military members, spouses, or dependents for occupational licenses where the person holds a valid license issued by another state or in the military. Those impacted persons are required to be in good standing, pay applicable fees, complete a form, consent to this state's jurisdiction, and without certain criminal or disciplinary dispositions.
- [SB2224/HB2530](#): this bill amends the requirements for sending notices for hearing and errors and omissions suspensions and revocations be sent via first class mail, making this action now permissive and allowing for electronic notification. Additionally, the bill contains amendments for firm office requirements, such as removing the requirement of sending the Commission a zoning letter and some sign standards. The amount of time to finish the broker post continuing education requirement is changed from three (3) to four (4) years. Also, post-licensure criminal convictions are expanded to include violent or force misdemeanors and felonies subject to revocation.

Please note, the information listed above is a summary and all bills listed are proposed and have not passed, nor are considered final. Each bill contains a link to the actual bill filed with the General Assembly.

### **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 1-142 except for the following complaints, which were pulled for further discussion: **2025052061, 2025052101, 2025046101, 2025051341, 2025049721, 2025053401, 2025055701, 2025055711, 2025056021, 2025056051, 2025059271, 2025060431, 2025060801, 2025056121, 2025061081, 2025061001, 2025060811, 2025031601, 2025047571, 2025046691, 2025060771, 2025052811, 2025054111, and 2025014621.**

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

After further discussion on complaint 2025052061 a motion was made by Vice Chair Smith and seconded by Commissioner Gaughan to accept counsel's recommendation to issue a 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 firm telephone number as listed on file with the Commission. The motion passed unanimously.

After further discussion on complaint 2025052101 a motion was made by Commissioner Begley and seconded by Commissioner Tucker to accept counsel's recommendation to issue a One Thousand Dollar (\$1,000.00) civil penalty for violation of Rule 1260-02-.12(3)(b) which requires all advertising to list the firm name and firm telephone number as listed on file with the Commission. Additionally, the Commission voted to add the T.R.A.C.E. course as a CE requirement to the Consent Order. The motion passed unanimously.

After further discussion on complaint 2025046101 a motion was made by Commissioner Tucker and seconded by Vice Chair Smith to accept counsel's recommendation to dismiss. The motion passed unanimously.

After further discussion on complaint 2025051341 a motion was made by Vice Chair Smith and seconded by Commissioner Begley to accept counsel's recommendation to dismiss. The motion passed unanimously.

After further discussion on complaint 2025049721 a motion was made by Vice Chair Smith and seconded by Commissioner Rampy 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 referral to the Office of the Attorney General for possible unauthorized practice of law. The motion passed unanimously.

After further discussion on complaint 2025053401 a motion was made Vice Chair Smith and seconded by Commissioner Begley to accept counsel's recommendation to issue a One Thousand Dollar (\$1,000.00) civil penalty, for violation of Tenn. Code Ann. § 62-13-312(d); Respondent must comply with the required audit within ninety (90) days of execution of the Consent Order. The motion passed unanimously.

After further discussion on complaint 2025055701 a motion was made by Commissioner Guinn and seconded by Commissioner Rampy to accept counsel's recommendation to dismiss. The motion passed 6-1 with Chair Diaz voting no.

After further discussion on complaint 2025055711 a motion was made by Commissioner Guinn and seconded by Commissioner Rampy to accept counsel's recommendation to dismiss. The motion passed 6-1 with Chair Diaz voting no.

After further discussion on complaint 2025056021 a motion was made by Commissioner Guinn and seconded by Commissioner Rampy to accept counsel's recommendation to dismiss. The motion passed 6-1 with Chair Diaz voting no.

After further discussion on complaint 2025056051 a motion was made by Commissioner Guinn and seconded by Commissioner Rampy to accept counsel's recommendation to dismiss. The motion passed 6-1 with Chair Diaz voting no.

After further discussion on complaint 2025053101 a motion was made by Commissioner Guinn and seconded by Commissioner Gaughan to dismiss the complaint. The motion passed unanimously.

After further discussion on complaint 2025059271 a motion was made by Commissioner Gaughan and seconded by Commissioner Tucker to issue a Consent Order with a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. §62-13-403(1). The motion passed 6-1 with Commissioner Rampy voting no.

After further discussion on complaint 2025060431 a motion was made by Vice Chair Smith and seconded by Commissioner Guinn to accept counsel's recommendation to dismiss. The motion passed unanimously.

After further discussion on complaint 2025060801 a motion was made by Vice Chair Smith and seconded by Commissioner Rampy 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. The motion passed unanimously.

After further discussion on complaint 2025056121 a motion was made by Vice Chair Smith and seconded by Commissioner Begley to accept counsel's recommendation and to issue a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond and to also open a complaint against the principal broker for failure to supervise due to affiliate's unlicensed activity. The motion passed unanimously.

After further discussion on complaint 2025061081 a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept counsel's recommendation to close the firm license. The motion passed unanimously.

After further discussion on complaint 2025061001 a motion was made by Vice Chair Smith and seconded by Commissioner Guinn to accept counsel's recommendation to close the firm license and issue a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301. The motion passed unanimously.

After further discussion on complaint 2025060811 a motion was made by Vice Chair Smith and seconded by Commissioner Gaughan to accept counsel's recommendation to close the firm license. The motion passed unanimously.

After further discussion on complaint 2025031601 a motion was made by Vice Chair Smith and seconded by Commissioner Guinn to accept counsel's recommendation to dismiss and open complaint against Company A for possible unlicensed activity. The motion passed unanimously.

After further discussion on complaint 2025047571 a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept counsel's recommendation and it is noted that the administrative complaint is to be opened against the Respondent's agent. The motion passed unanimously.

After further discussion on complaint 2025046691 a motion was made by Vice Chair Smith and seconded by Commissioner Begley to accept counsel's recommendation to assess the Respondent a civil penalty of One Thousand Dollars (\$1,000.00) for continuing to have unlicensed affiliate under the Respondent's supervision, in violation of Tenn. Code Ann. § 62-13-302(a). Counsel also recommends that the Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for failing to follow a lawful order by the Commission, in violation of Tenn. Code Ann. § 62-13-312(b)(14). The motion passed unanimously.

After further discussion on complaint 2025060771 a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept counsel's recommendation to 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. The motion passed unanimously.

After further discussion on complaint 2025052811 a motion was made by Vice Chair Smith and seconded by Commissioner Begley to accept counsel's recommendation to dismiss. The motion passed unanimously.

After further discussion on complaint 2025054111 a motion was made by Vice Chair Smith and seconded by Commissioner Rampy to issue a Consent Order with a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to a complaint in violation of Tenn. Code Ann. §62-13-313(a)(2). The motion passed unanimously.

After further discussion on complaint 2025014621 a motion was made by Vice Chair Smith and seconded by Commissioner Rampy to accept counsel's recommendation to dismiss. The motion passed unanimously.

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

1. **2025050191**  
**Opened: 9/8/2025**  
**First Licensed: 3/2/2009**  
**Expires: 3/1/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant was an affiliate of Respondent firm and alleges Respondent's principal broker refused to timely execute Complainant's broker release despite multiple requests by Complainant. Complainant alleges they first asked for the release on August 15, 2025, and as of August 27, 2025, when the complaint was filed Respondent had still not complied with Complainant's request. Complainant submitted their transfer form and the affidavit for release on August 27, 2025, and it was processed on August 28, 2025. Complainant alleges Respondent was in violation of Tenn. Comp. R. & Regs. 1260-02-.02(5) which requires a principal broker to promptly grant a demand by a licensee for their release from a firm.

Respondent stated they discovered irregularities with transactions involving the Complainant and the title company formerly used by the Respondent. Respondent was conducting their own investigation during this time period and alleges once those issues were discovered they submitted their own broker release of Complainant on August 26, 2025. That release was processed on August 27, 2025. Respondent did not specifically address the allegation made by the Complainant regarding timely execution of the broker release request in their response. Complainant submitted a rebuttal stating the Respondent attempted to link Complainant's request for release to unrelated

transactions involving another affiliate, and asserted Respondent had no grounds to deny or delay their release request.

**Recommendation: Letter of Warning regarding the duty to promptly grant the demand by a licensee for their release from a firm pursuant to Tenn. Comp. R. & Regs. 1260-02-.02(5).**

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

2. **2025051201**  
**Opened: 9/8/2025**  
**First Licensed: 3/2/2009**  
**Expires: 3/1/2027**  
**Type of License: Real Estate Firm**  
**History: None**

**Complainant is the title company formerly used by the Respondent in related complaint number REC-2025050191 (#1).** Complainant alleges Respondent enacted an "illegal policy" prohibiting their affiliates from using Complainant's services based on "slanderous and un-factual" statements. Complainant also alleges Respondent steers their clients to the firm owner's privately owned title company which then pays commissions directly to the agent in violation of Tenn. Code Ann. § 62-13-312(b)(11) which prohibits the acceptance of a commission by an affiliate broker from any person except the licensed real estate broker from whom the licensee is affiliated. Complainant provided a copy of an email sent by the Respondent's principal broker wherein they stated the Complainant had paid commissions directly to agents and as a result the use of Complainant's services was prohibited unless written approval was granted by the principal broker and the client signed a hold-harmless agreement acknowledging they had a right to choose their settlement provider and wanted to use the Complainant's services.

Respondent stated they found multiple commissions were disbursed directly to an affiliate by the Complainant in violation of Tenn. Code Ann. § 62-13-312(b)(11). The Respondent filed a complaint against that affiliate and contacted the Complainant and asked for settlement statements related to that affiliate's transactions. Respondent alleges Complainant has not provided that information but did confirm a previous employee of Complainant improperly paid the affiliate directly. Respondent alleges they found seventeen (17) such transactions and so implemented an internal policy that does not prohibit using the Complainant's services but does ask its clients to sign a hold-harmless agreement and acknowledge their choice of title company. Respondent stated they absolutely do not require their affiliates to use the title company owned by the firm owners; that less than 40% of its transactions are firm transactions; and commissions are disbursed only with signed commission disbursement authorizations from the principal broker. While the parties may have grounds for cross civil complaints against each other, there is insufficient evidence of a violation of the Rules or the *Broker Act*.

**Recommendation: Dismiss.**

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

3. **2025050601**  
**Opened: 9/8/2025**  
**First Licensed: 12/2/2015**  
**Expires: 12/1/2025**  
**Type of License: Affiliate Broker**  
**History: None**

Complainants own property adjacent to a parcel that was purchased by Buyer in July 2023. Complainants learned in October 2024 Buyer was granted zoning approval to build a subdivision on the parcel. Respondent was the agent for the Buyer, and Complainant alleges Respondent “did not act with honesty and good faith and inform their clients about the property’s deed restrictions that last until April 21, 2028 (and) Buyer mistakenly believed that they could subdivide the land to build a seven-house subdivision.” Complainant alleges they have had to sue Buyer to enforce the property’s deed restrictions concerning density.

Respondent’s attorney provided a response on behalf of the Respondent confirming that at no time did Respondent represent the Complainants and they were not parties to the transaction.

**Recommendation: Dismiss.**

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

4. **2025050091**  
**Opened: 9/15/2025**  
**First Licensed: 3/8/2007**  
**Expires: 3/7/2027**  
**Type of License: Affiliate Broker**  
**History: None**

**This complaint is related to complaint number REC-2025050601 (#3).** Respondent was the agent for the Seller. Respondent denied misleading any party to the transaction and stated they facilitated the transaction for the Seller who already had a Buyer and the property was not marketed for sale. For the reasons stated above, Counsel recommends dismissal of the complaint.

**Recommendation: Dismiss.**

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

5. **2025051191**  
**Opened: 9/8/2025**  
**First Licensed: 1/11/2007**  
**Expires: 3/31/2026**  
**Type of License: Principal Broker**  
**History: 2016 Consent Order for failure to exercise reasonable skill and care in providing services to all parties to the transaction**

**This complaint is related to complaint number REC-2025051201 (#2).** Respondent is the President and Owner of the related firm; Complainant is the title company formally used by the Respondent's firm. For the reasons stated above, Counsel recommends dismissal.

**Recommendation: Dismiss.**

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

6. **2025051221**  
**Opened: 9/8/2025**  
**First Licensed: 9/27/2017**  
**Expires: 9/26/2027**  
**Type of License: Affiliate Broker**  
**History: 2019 Letter of Instruction**

Complainant and Respondent are both licensees. Complainant was the listing agent for a home that did not sell during the contracted agency term. Respondent called Seller directly and left a voicemail wherein they stated they "guaranteed" they could sell the home and for more money because Complainant "did not do their job". Complainant alleges Respondent did not act professionally or ethically and promised the Seller an outcome they could not guarantee.

Respondent denied any wrongdoing. Respondent's principal broker ("PB") submitted a response stating they had met with the Respondent after the Respondent had already submitted their own response and explained why the "script" the Respondent used could be a violation of the Tennessee REALTORS® Code of Ethics. PB also advised Respondent that they cannot guarantee results, only their own plan of action, and advised Respondent to remove that statement from their sales pitch. Respondent agreed to do so.

**Recommendation: Letter of Warning pursuant to Tenn. Code Ann. § 62-13-312(b)(2) warning the licensee they should not make any promise of a character likely to influence, persuade or induce any person to enter into any contract or agreement when the licensee could not or did not intend to keep the promise.**

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

7. **2025049991**  
**Opened: 9/15/2025**  
**First Licensed: 4/19/1980**  
**Expires: 6/25/2027**  
**Type of License: Principal Broker**  
**History: None**

Complainants purchased a home in June 2025 and moved into the home approximately one month later. Respondent was the agent for the Seller. Complainants allege the septic system began to have issues within days, and they contacted the septic inspector who inspected the home prior to the sale and certified the system was in working order to come back and look at the system. The

inspector told Complainant the field lines needed to be replaced, that they had informed Seller's agent they needed to be replaced, and signed off on the letter that the system was in working order because he "wanted to get paid." Complainants allege Respondent knew the field lines were bad and failed to disclose the defect and have refused to accept any responsibility for Complainants' costs to remedy the issue.

Respondent stated they co-listed the property with another agent who communicated with Sellers while Respondent managed the marketing of the property and the transaction documents. The owner of the home passed away and the home was sold by the heirs, who denied any knowledge of problems with the septic system. Respondent and co-listing agent deny ever being told the field lines needed to be replaced and would have disclosed that information if it had been provided. Additionally, the sale was contingent on a clear septic letter from a licensed septic installer, and that was provided by the inspector who Complainant now alleges admits to lying about their inspection. There is insufficient proof the Respondent had actual knowledge of the issue and failed to disclose that information to the Complainants.

**Recommendation: Dismiss.**

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

8. **2025052061**  
**Opened: 9/15/2025**  
**First Licensed: 6/25/2013**  
**Expires: 12/19/2026**  
**Type of License: Principal Broker**  
**History: 2025 Letter of Warning regarding advertising; 2025 Consent Order for failure to keep listing information current and accurate**

**This complaint is related to complaint number REC-2025052101 (#9).** Anonymous complainant alleged they received a mailer from Respondent guaranteeing their house would be sold and allege Respondent did not specify the details of the "guarantee" in violation of Commission advertising rules. Complainant provided a copy of the advertisement.

Respondent stated the advertisement does include the conditions of the program and the program was subject to mutual agreement of the parties and other restrictions. The advertisement does appear to be in compliance with the Commission's Rules. The envelope containing the advertisement, however, had "The (Smith) Family" and what appeared to be a home address as the return address. The name and address on the envelope are not the firm name or address of the Respondent.

**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 firm telephone number as listed on file with the Commission.**

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

9. **2025052101**

**Opened: 9/15/2025**

**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 violation**

**This complaint is related to complaint number REC-2025052061 (#8).** Respondent is with the same firm and sent out an identical advertisement but with their own name and contact information in the body of the advertisement. The envelope, however, listed a family name and what appeared to be a home address.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for violation of Rule 1260-02-.12(3)(b) which requires all advertising to list the firm name and firm telephone number as listed on file with the Commission.**

**Commission Decision: The Commission voted to accept counsel's recommendation, but to also add the T.R.A.C.E. course as a CE requirement to the Consent Order.**

10. **2025046101**

**Opened: 9/22/2025**

**First Licensed: 8/19/2006**

**Expires: 1/26/2027**

**Type of License: Principal Broker**

**History: None**

An audit conducted on Respondent's firm found that the principal broker's license expired in 2021, and it was alleged the Respondent might be conducting unlicensed activity. Respondent submitted a response denying they had been conducting any activity that required licensure and then consulted their own legal counsel to evaluate their response. After discussion with their attorney, Counsel was provided with documentation regarding Respondent's employment. Respondent's employer, an investor and developer of logistics real estate, has offices in several states and due to their changing ownership structure in 2013 has outsourced their brokerage services for several years pre-dating the expiration of Respondent's license. Respondent's counsel denies that Respondent has conducted any activity that requires licensure, and there is insufficient evidence to prove otherwise.

**Recommendation: Dismiss.**

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

**11. 2025051341**  
**Opened: 9/22/2025**  
**First Licensed: 5/28/1991**  
**Expires: 6/5/2027**  
**Type of License: Principal Broker**  
**History: None**

Complainant was an affiliate of Respondent. Complainant alleged Respondent fired them “for no reason” and submitted the broker release to the Commission without allowing Complainant to sign the form. Complainant advised that when they complained to Respondent, Respondent told them to “talk to TREC” if they had any questions about the broker release.

Respondent stated they released Complainant because Complainant’s business cards were not in compliance with the Commission’s advertising rules. Despite multiple attempts to correct the situation Complainant refused to listen to Respondent or their colleagues and fix their cards. Respondent stated they felt they had no choice but to release Complainant.

**Recommendation: Dismiss.**

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

**12. 2025050051**  
**Opened: 9/30/2025**  
**First Licensed: 2/5/2014**  
**Expires: 2/4/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant and their Spouse own a home that was ordered to be sold pursuant to divorce proceedings. Complainant was still residing in the home, and Respondent was the listing agent for the property. Complainant alleged Respondent was more worried about getting the sale and making Spouse happy than Complainant’s wellbeing. Respondent eventually informed the parties they would not be renewing the listing agreement due to Complainant’s lack of availability and cooperation for showings. Complainant alleges Respondent’s decision to withdraw was “unethical”.

Respondent provided copies of the agency agreement, the court’s Order and other transaction documents. Respondent also provided copies of communications between the parties wherein Respondent attempted to assist in getting the home ready for showings, explained the need to fill out the disclosure form properly, the need to make the home available for showings, and other concerns. The parties executed a mutual release of the agency agreement approximately a month before the term was set to expire. There is no evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**13. 2025049721**  
**Opened: 10/13/2025**  
**Unlicensed**  
**History: None**

Complainant is a licensee. Complainant alleges Respondent is conducting unlicensed activity as a property manager for several properties and provided advertisements for rental properties posted by the Complainant on social media. Respondent's Facebook page also contained advertisements for a cleaning service and a mobile notary service operated by Respondent. The mobile notary service advertisement contained language that indicated Respondent may also be conducting the unauthorized practice of law.

Respondent did not respond to the complaint, and a certified letter sent to Respondent was returned "unclaimed".

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301 and referral to the Office of the Attorney General for possible unauthorized practice of law.**

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

**14. 2025051731**  
**Opened: 9/22/2025**  
**Unlicensed**  
**History: None**

Complainant alleged Respondent was engaged in unlicensed activity. Complainant provided copies of advertisements posted by Respondent on social media for rental properties.

Respondent stated the homes they advertised were personally owned and managed by Respondent and there was no evidence to the contrary provided by Complainant. Subsequent to the filing of the complaint Respondent obtained their affiliate broker license.

**Recommendation: Dismiss.**

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

**15. 2025051911**  
**Opened: 9/22/2025**  
**First Licensed: 7/16/2018**  
**Expires: 7/15/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a buyer, and Respondent was the listing agent for seller. Complainant purchased the property in October 2024 and provided a copy of the MLS listing. Complainant alleged Respondent advertised the property as having “two lots” along with a home on the property. Complainant alleges they maintained the fencing and the grounds of the second lot only to learn in 2025 were not part of their purchase. Complainant alleges Respondent misrepresented the lot lines and lied about the second lot being part of the purchase of the property.

Respondent’s lawyer responded to the complaint by providing a copy of the deed conveying two adjoining tracts of land to the Complainant along with other transaction documents. Respondent stated the two tracts were properly conveyed and denied any misrepresentations were made. It appears Complainant misunderstood the lot lines and removed a fence and maintained an adjacent parcel that was actually owned by a third party.

**Recommendation: Dismiss.**

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

**16. 2025052281**  
**Opened: 9/22/2025**  
**First Licensed: 10/4/2016**  
**Expires: 10/3/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant contracted with the Respondent to manage a rental property. Complainant alleges Respondent authorized an early move-out and failed to collect one month’s rent without consent and concealed it from Complainant. Complainant also alleged Respondent authorized extensive repairs without permission. Complainant alleges Respondent has acted without reasonable skill and care and did not provide services to each party to the transaction with honesty and good faith. Complainant also alleged Respondent violated the terms of their property management agreement. Complainant provided copies of the management agreement, communications between the parties and damages to the property they allege Respondent attempted to conceal from Complainant.

Respondent stated they did ask for authorization for the tenant to move out early and to pay for repairs. The cost of cleaning the unit was deducted from the tenant’s security deposit. The remainder of the security deposit was still in the escrow account.

Both parties submitted documentation of their management contract and texts that at times appeared to amend or contradict the explicit terms of the contract. The parties also have disagreements regarding the end date of the management agreement and whether or not the Respondent fulfilled all of their contractual duties. As this is primarily a contractual dispute, it is not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to defer this matter to the April meeting.**

- 17. 2025052881**  
**Opened: 9/22/2025**  
**First Licensed: 1/13/2025**  
**Expires: 1/12/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleged Respondent admitted to conducting unauthorized credit/background checks on residents and accessing neighbors' permits without consent. Complainant did not provide an explanation for why Respondent would do that but felt that Respondent's actions risked the safety of residents of their community.

Respondent denied the allegations and stated they did not know who the Complainant was and never made the statements attributed to them. Respondent denied performing credit or background checks on anyone and said that outside of the "Forewarn" app they don't have the ability to do so even if they wanted to. Respondent's principal broker also confirmed the Respondent does not have the ability through their firm to conduct a credit or background check. Complainant submitted a rebuttal asking that a "full investigation" be done but did not provide any additional information.

**Recommendation: Dismiss.**

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

- 18. 2025052941**  
**Opened: 9/22/2025**  
**First Licensed: 9/10/2021**  
**Expires: 9/9/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was selling their home that included acreage and Respondent was their agent. Complainant alleges they were misled by Respondent about the amount of the commission and that they had an interested Buyer but there were financing and repair issues the Respondent did not help address. Complainant asserts Respondent eventually backed out of coordinating the sale of the home and left the negotiating for the final purchase agreement to the Complainant and the Buyers, and after approximately a month of back and forth a closing date was set. Complainant was extremely frustrated with the Respondent's services, reminded Respondent that Respondent advised Complainant at the beginning of their agency term that the Complainant could cancel at any time, and so Complainant messaged Respondent they were terminating the agency agreement just prior to closing. Complainant stated the Respondent seems to "lack basic knowledge for the real estate industry". Respondent then sent a demand letter to Complainant for their commission and notified Complainant a lien had been placed on the property. Complainant asserts Respondent did not earn their commission due to their lack of reasonable skill and care.

Respondent denied any wrongdoing and stated they acted under the advice of their attorney when they placed the lien on the property. The closing did eventually take place and Respondent received their commission pursuant to their signed agency agreement. As this is primarily a compensation/commission dispute is it not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

**19. 2025054651**  
**Opened: 9/22/2025**  
**First Licensed: 8/27/2010**  
**Expires: 8/26/2026**  
**Type of License: Real Estate Broker**  
**History: 2018 Consent Order for failure to respond**

Complainant and Respondent are both licensees. Complainant alleged Respondent has been engaging in an "aggressive" recruiting drive for new agents and Respondent has continued to contact Complainant despite being asked not to do so.

Respondent denied being aggressive and stated they have sent two emails to Complainant in six months. Respondent removed Complainant from their mailing list and provided a screen shot of Complainant as "unsubscribed".

**Recommendation: Dismiss.**

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

**20. 2025053401**  
**Opened: 9/30/2025**  
**First Licensed: 3/11/2014**  
**Expires: 3/10/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This is an administratively opened complaint. Respondent was notified via mail and email on August 1, 2025; August 15, 2025, and again by email on August 27, 2025, that they were being audited. The Respondent did not respond to the auditor's requests.

Respondent's principal broker ("PB") apologized for not responding to the audit and stated they were sick at the end of July and most of August and were not working for much of that time. PB provided a copy of an ER statement from late July. PB stated "95% of their business" is in commercial real estate and they do not use their escrow account for that portion of their business and have had one deposit into their escrow account in eleven (11) years.

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

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

**21. 2025055701**  
**Opened: 10/6/2025**  
**First Licensed: 9/16/2022**  
**Expires: 9/15/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant and Respondent are both licensees. Complainant alleges Respondent tried to get a Principal Broker to pay Respondent "\$50,000 to show (Respondent's) homes listed in the MLS, and has consistently spread lies about myself, my company, and has group boycotted my company with the companies (Respondent) has worked for and listed with." Complainant stated Respondent has repeatedly made false statements that have negatively impacted Complainant for over eight years. Complainant alleges Respondent has interfered with Complainant's exclusive agency agreements with Complainant's clients by not allowing Complainant's clients or affiliates to view Respondent's listings. Complainant cited various violations of MLS agreements and the Tennessee REALTORS® Code of Ethics that Respondent allegedly violated and asked for Respondent's license to be revoked.

Respondent denied the allegations and stated they were the owner/developer of the homes they declined to allow Complainant or Complainant's affiliates to show. Both parties agree there was an incident in 2016 that caused animosity between the parties but have opposing viewpoints on who was at fault. Regarding the "\$50,000" extortion allegation, Respondent alleged Complainant stole a copyrighted building plan from Respondent, and in an unrelated similar case Respondent was awarded damages in that amount. Respondent stated they were texting with an affiliate of Complainant and sarcastically suggested that if Complainant paid what they would have owed had Respondent sued Complainant they could perhaps view the homes listed by Respondent.

From the documents provided by both parties it appears Respondent, while perhaps in violation of an MLS's terms of service and Tennessee REALTORS® Code of Ethics, has not violated the Commission's Rules or the *Broker Act* by declining to show their own properties to Complainant or Complainant's affiliates.

**Recommendation: Dismiss.**

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

**22. 2025055711**  
**Opened: 10/6/2025**  
**First Licensed: 3/29/2019**  
**Expires: 10/12/2027**

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

**This complaint is related to complaint number REC-2025055701 (#21).** Complainant and Respondent are both licensees. Complainant alleged Respondent failed to supervise their affiliate “AF”. AF is the respondent in the related complaint. Complainant alleges they spoke to Respondent who is the principal broker of AF regarding AF’s attempt to “extort \$50,000” from Complainant. Complainant alleges Respondent did not respond to Complainant’s attempt to resolve the issue.

Respondent stated the conflict between the Complainant and AF was a personal one and pre-dated AF’s affiliation with Respondent by several years. Respondent also stated AF was the legal property owner of the listed properties and retained the right to deny entry to the properties. Respondent clarified their firm was not refusing access to any of Complainant’s agents or Complainant for any of Respondent’s firm’s other listed properties.

**Recommendation: Dismiss.**

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

**23. 2025056021**  
**Opened: 10/6/2025**  
**First Licensed: 9/16/2022**  
**Expires: 9/15/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**This complaint is related to complaint number REC-2025055701 (#21) and complaint number REC-2025055711 (#22) above.** Complainant is the current principal broker of the firm that the complainant in the related matters is affiliated with. Complainant alleges various violations of criminal law by the Respondent along with discrimination, defamation, Realtracs violations, blackmail, and violations of the Tennessee REALTORS® Code of Ethics.

Respondent denied the allegations and stated the only time they ever speak of the complainant or their firm is when one of Complainant’s agents requests to show one of the Respondent’s privately owned properties. For the reasons previously stated Counsel recommends dismissal of the complaint.

**Recommendation: Dismiss.**

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

**24. 2025056051**  
**Opened: 10/6/2025**  
**First Licensed: 3/29/2019**  
**Expires: 10/12/2027**

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

**This complaint is related to complaint number REC-2025055701 (#21), complaint number REC-2025055711 (#22) and complaint number REC-2025056021 (#23).** Complainant is the current principal broker of the firm the complainant in the related complaints is affiliated with. Respondent is the principal broker of the respondent in the related complaints. Complainant alleges Respondent has failed to supervise their affiliate and has condoned and endorsed their actions. Respondent denies the allegations. For the reasons stated previously, Counsel recommends dismissal of the complaint.

**Recommendation: Dismiss.**

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

25. 2025056521  
**Opened: 10/6/2025**  
**First Licensed: 4/4/2019**  
**Expires: 4/3/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a buyer and Respondent the listing agent for the Seller. Complainant alleged the Respondent's description of the home in the MLS listing was not accurate, specifically that the roof was less than five years old and that the home was newly remodeled. Complainant alleged Respondent was misleading and "jacked up" the price of the home so they could make a bigger commission.

Respondent stated Complainant was an out of state buyer who said they were interested in viewing several properties virtually including Respondent's listing. Complainant submitted an offer on Respondent's listing but became unhappy with Respondent's attempts to address Complainant's concerns. Complainant stated they would get another agent and ended up submitting two additional offers with different agents. Those agents also eventually ended their associations with Complainant due allegedly to Complainant's belligerence and aggression. Respondent denied making any misrepresentations regarding the condition of the home and alleged Complainant filed the complaint because they weren't able to purchase the home at the price they wanted to pay. There is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

26. 2025056591  
**Opened: 10/6/2025**  
**First Licensed: 12/2/2010**  
**Expires: 12/1/2026**

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

Complainant sold their home and purchased another property in 2024, and Respondent or their affiliate was their agent in both transactions. Complainant alleged Respondent did not disclose that another home encroached on their purchased property and Respondent also tried to “steal” \$5000 during closing. Complainant alleges Respondent did not act with reasonable care or in Complainant’s interests.

Respondent stated they worked with Complainant on multiple occasions and Complainant always seemed happy with their service, including after these transactions. Regarding the purchased property, Respondent stated they advised Complainant to have a survey done and provided copies of the purchase agreement wherein the Complainant and Seller agreed to split the cost of the survey, and the closing was contingent on receiving a satisfactory survey. Complainant currently has the property listed for sale and has marked on the disclosure form that there are no encroachments or easements. As for the theft allegation, Respondent stated they found an error in the closing statement that resulted in a \$5,000 increase in the payout owed to the Complainant. Respondent provided text messages between the parties wherein they advised the Complainant of the error and Complainant was happy with the outcome. There is no evidence of a violation of the Rules or the *Broker Act*.

**Recommendation: Dismiss.**

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

27. **2025056681**  
**Opened: 10/6/2025**  
**First Licensed: 5/18/2012**  
**Expires: 5/17/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant entered into a purchase agreement for a home listed by Respondent. Complainant alleged Respondent and Seller did not show up for the closing, and they learned from the title company that a clear title could not be confirmed and there was a lien on the home. Complainant canceled the agreement and demanded their earnest money returned. Complainant alleges Respondent and Seller refused to sign for the release of the earnest money. Complainant also alleges Respondent refused to communicate with the Complainant.

Respondent stated the Complainant was represented by an agent and they communicated with the agent, including letting them know they would be out of town for a portion of the time and the best way to communicate would be via email. Respondent stated the title company the Complainant chose said the title was not clear, but a different title company the Respondent used said the title was clear and they were able to close for a different buyer who purchased the property approximately a month later. Respondent’s client did not want to release the earnest money because they felt the Complainant breached the contract. Respondent’s client did end up signing the release

because they allege Complainant harassed Respondent and their client. There is insufficient proof of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**28. 2025053101**  
**Opened: 10/6/2025**  
**First Licensed: 1/1/1901**  
**Expires: 3/25/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant alleges Respondent sold Complainant a home that did not meet the county plumbing code requirements and this was not disclosed prior to closing. Complainant has provided copies of extensive communication between the parties and the county codes office which did agree the home was not plumbed with the correct size water service line. Due to Complainant's persistence in this matter, all homes built by the Respondent after the complaint was filed with their county codes office were plumbed with the correct size water line. Complainant alleged that after initial attempts to correct the issue the Respondent has stopped communicating with the Complainant and the problem has not been fixed. Complainant estimates it will cost over \$40,000 to re-plumb the home and install the correct size water service line. Complainant has already submitted a claim against the contractor pursuant to Tenn. Code Ann. § 66-36-103.

Respondent stated the county ran water pressure tests and confirmed there was no change in water pressure between the 1" water line required and the ¾" line that was installed on Complainant's home and did not require Respondent to update Complainant's water line. Respondent offered to install a pump in Complainant's home so the water pressure could be adjusted to Complainant's preference "and/or I have offered to reimburse (Complainant) the costs for their 3rd party vendor to install the 1" line. As mentioned before, the 1" line is not required as stated by the county codes department. (Complainant) declined both options."

Respondent's offer to Complainant seems to differ widely in scope and cost from what Complainant has requested, and Complainant stated the pump was not feasible due to space and maintenance considerations.

**Recommendation: Letter of warning regarding duty of reasonable skill and care to all parties pursuant to Tenn. Code Ann § 62-13-403.**

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

**29. 2025055451**  
**Opened: 10/6/2025**  
**First Licensed: 1/1/1901**  
**Expires: 4/30/2027**

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

This is a referral from the Office of the Attorney General's Division of Consumer Affairs. Complainant purchased a home in a community with an HOA managed by the Respondent. Complainant alleges they were improperly charged a \$450 "transfer fee" at closing that was not previously disclosed and was improperly retained by Respondent instead of being forwarded to the HOA. Complainant also alleges other fees were charged by Respondent without the legal authority to do so.

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

**Recommendation: Dismiss.**

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

**30. 2025053211**  
**Opened: 10/13/2025**  
**First Licensed: 2/1/2021**  
**Expires: 1/31/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant purchased a home from Respondent in July 2025; Respondent was the owner and listing agent. Complainant alleges that Respondent knew in June 2025 but did not disclose mold was present in the home until it was found during the inspection period. Complainant alleges there were "other items" that were also not disclosed that have resulted in costly repairs. Complainant provided a copy of a termite inspection report from June 2025 that Complainant alleges shows there was mold in the crawlspace but it's not clear to Counsel what the inspector noted other than termite damage and "fungus".

Respondent stated the Complainant had an inspection done on July 31, 2025, and Respondent was notified the next day by Complainant's agent that the Complainant was having "crawlspace/mold experts take a look" the following Monday. Complainant's agent and Respondent then negotiated an amendment which stated: "In lieu of repairs, seller to pay \$5,000 at closing towards all repairs." Respondent provided copies of text and emails messages between the Complainant's agent and Respondent wherein Respondent advised no mold was found during a previous inspection but a vapor barrier was recommended along with the agreement to pay towards encapsulation of the crawl space if necessary. Complainant provided a rebuttal stating that had Respondent disclosed the presence of mold "upfront" they would not have made an offer on the home. Based on the documentation provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**31. 2025055091**  
**Opened: 10/13/2025**  
**First Licensed: 11/30/2018**  
**Expires: 6/28/2026**  
**Type of License: Principal Broker**  
**History: None**

Complainant was selling their home and was represented by an affiliate of Respondent. Complainant alleges the Respondent released the earnest money back to the potential buyers while the matter was still being disputed by Complainant. Complainant alleged Buyers backed out of the purchase just an hour before closing, breached the contract and did not have the right to a return of the earnest money.

Respondent stated that during the final walk-through of the home the Buyers and their agent found an active leak and damage in the laundry room that had previously not been visible due to the presence of the washing machine. The Buyers' agent called Respondent, who suggested that a professional remediation company inspect the damage and provide an estimate for repairs. The Buyers did so and received an estimate of up to \$5,000 in repairs were needed, and the Complainants offered a \$5000 credit be applied at closing or in the alternative a "handyman" perform the work instead of a professional remediation company. The Buyers decided to exercise their right to terminate the agreement, the Complainant refused to return the earnest money, so as principal broker Respondent decided it was reasonable to return Buyers' their earnest money because the property was not in the same or better condition than it was at the time of the binding agreement date due to the discovery of the leak and water damage.

**Recommendation: Dismiss.**

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

**32. 2025056101**  
**Opened: 10/13/2025**  
**First Licensed: 6/30/1999**  
**Expires: 3/12/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a tenant in a home owned by Respondent. Complainant alleges Respondent has not made needed repairs and evicted Complainant in retaliation for requesting that repairs be made. Complainant's allegations are landlord/tenant matters and are not within the jurisdiction of the Commission.

Respondent denied any wrongdoing and stated they tried to help Complainant by leasing the home to Complainant at a reduced rate. Respondent provided an extensive response detailing their

attempts to maintain the home despite Complainant's lack of cooperation. Respondent obtained legal counsel and was advised to evict Complainant.

**Recommendation: Dismiss.**

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

**33. 2025050371**  
**Opened: 10/21/2025**  
**First Licensed: 11/4/2005**  
**Expires: 11/3/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is the former principal broker of Respondent. Complainant broker-released Respondent in August 2025 and alleges Respondent has failed to provide transaction records in a timely manner and has failed to maintain electronic records as required by Tenn. Code Ann. § 62-13-312(b)(6) and Tenn. Comp. R. & Regs. 1260-02-.40.

Respondent did not respond to the complaint and mail sent to their address on file with the Commission was returned "unclaimed".

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

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

**34. 2025054801**  
**Opened: 10/21/2025**  
**First Licensed: 1/31/2011**  
**Expires: 6/6/2026**  
**Type of License: Principal Broker**  
**History: None**

Complainant was a buyer and Respondent was their agent. Complainant alleged Respondent "refused to ask sellers to negotiate on prices", in particular on newly constructed homes. Complainant alleged Respondent worked for the builder's interests instead of their own, including steering Complainant to a lender of the builder's choice and refusing to address Complainant's concerns about repairs needed before closing. Complainant alleges Respondent violated the "real Estate Code of Ethics" in their dealing with the Seller's agent.

Respondent stated Complainant was a first-time homebuyer who purchased their home "after a tumultuous loan approval period". After working with the Complainant for over two months and negotiating on Complainant's behalf to have a home built in the community Complainant chose, the Complainant communicated directly with the Seller's Agent on multiple occasions despite Respondent advising Complainant to speak with Respondent first and warning Complainant the

Seller's agent worked for the builder's interests, not Complainant. Respondent also advised there might be issues with Complainant's contract if Respondent was not consulted first. Regarding the lender, Respondent passed along the Seller's agent's suggestion of using their lender but advised it was Complainant's decision as always as to what lender they should use. Complainant had still not obtained financing at that point and Respondent was concerned they may be in breach of their Purchase Agreement. The relationship between the parties deteriorated rapidly and Complainant sent a message to Respondent prior to closing threatening legal action and stating they had retained an attorney because they felt Respondent was not protecting their interest. Respondent advised they would no longer communicate with the Complainant and expected the attorney to address Complainant's grievances with the builder directly.

While it's clear there was poor communication between the parties, based on the documentation and copies of communications provided by both parties there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**35. 2025056991**  
**Opened: 10/21/2025**  
**First Licensed: 3/17/2021**  
**Expires: 3/16/2027**  
**Type of License: Time Share Salesperson**  
**History: None**

Complainants purchased a time-share interest after a presentation by Respondent in November 2024. Complainants allege Respondent made material misrepresentations about the pet policy; promised the unit would appreciate in value and could be resold for a profit; and failed to properly deliver the Public Offering Statement. Complainant asked for assistance in rescinding their contract.

Respondent denied any wrongdoing and provided copies of the executed acknowledgments by Complainant of receiving the Public Offering Statement, as well as the complete Contract for Purchase. The time period for rescission has passed and as this is primarily a contract dispute not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

**36. 2025057411**  
**Opened: 10/21/2025**  
**First Licensed: 4/15/2015**  
**Expires: 4/14/2025 (Expired, Active)**  
**Type of License: Affiliate Broker**

**History: None**

Complainant stated they were “working with” the Respondent and Respondent convinced Complainant to pay off Respondent’s home and they would repay Complainant “in ninety days”. Complainant seems to be alleging the Respondent was their agent when they purchased the home, and then Respondent somehow moved into the home and has been living rent-free for at least two years. Complainant alleges a loss of almost \$60,000 due to Respondent’s fraud.

Respondent denied ever being Complainant’s agent and denied they ever told Complainant they would pay Complainant back the \$55,000 purchase price in ninety days. Respondent provided copies of the Purchase and Sale Agreement wherein Complainant’s family-owned trust purchased Respondent’s property and in the “Special Stipulations” section Respondent clearly retained a lifetime estate privilege. Respondent remained responsible for all utilities, and they provided proof the utilities are in their name and have been paid. Respondent also provided a copy of the executed Personal Interest Disclosure form noting Respondent was the seller/owner of the property, they were both acting as their own agent, and copies of text messages where the parties discuss the fact Respondent will still be living in the home and Complainant is advised to read the documents fully before closing.

**Recommendation: Dismiss.**

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

**37. 2025057991**  
**Opened: 10/21/2025**  
**Unlicensed**  
**History: None**

Complainant alleged Respondent is conducting unlicensed activity as a property manager for “several properties” and has been for “years”. Complainant alleged Respondent accepts rent, negotiates leases, and shows properties to prospective tenants. Complainant provided a copy of a lease agreement where Respondent signed as the authorized agent and lessor for the owner of the property. Complainant alleged Respondent earns commissions for executed agreements.

Respondent stated they work as the general manager for a licensed property management firm, and that firm previously employed the Complainant as Respondent’s assistant. Respondent oversees the day to day operations of a large commercial property and stated their job duties include responding to tenant questions and issues, managing vendors and onsite staff, overseeing property marketing efforts, developing maintenance plans, developing budgets, performing regular property inspections, overseeing capital improvements, managing fiscal activities of the property, assisting tenant coordination and construction management teams by monitoring construction activities on the property, and other responsibilities that do not include activities that require licensure. There is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Close and flag.**

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

**38. 2025060451**  
**Opened: 10/21/2025**  
**First Licensed: 7/1/2010**  
**Expires: 1/3/2028**  
**Type of License: Principal Broker**  
**History: None**

Respondent's affiliate was previously assessed a civil penalty for an advertising violation, and it was recommended that a complaint be opened against Respondent for failure to supervise.

Respondent stated they released the affiliate in 2022, and affiliate was not under their supervision at the time of the violation. Respondent provided a copy of a broker release form they say was submitted in 2022, but the Commission staff could not find a broker release or transfer for the affiliate filed by Respondent or the affiliate.

**Recommendation: Letter of warning regarding Tenn. Comp. R. & Regs. 1260-02-.12 which requires all advertising to be under the supervision of the principal broker.**

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

**39. 2025059721**  
**Opened: 10/21/2025**  
**First Licensed: 4/3/2006**  
**Expires: 4/2/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This is an administratively opened complaint. An audit for this firm was opened on September 2, 2025. The documentation sent in by the firm showed commingling of operating funds and escrow funds. Beginning May 2023, several payments from the trust account were made for operational expenses. The audit showed that operational fees were deducted from the escrow account directly.

Respondent stated the firm started doing online auctions and processing credit card payments in 2023, and most of the firm's auctions are estates. The firm has always treated all moneys collected on behalf of these estates, for both personal property and real estate, as trust money; however, real estate is not always involved. Likewise, some estates do not include personal property. Regardless, all payments are trust money and deposited into the escrow account. Regarding specific instances mentioned in the audit of credit card deductions taken from the escrow account, Respondent stated they were either maintenance fees for the credit card processing services for the personal property auctions or payment of the proceeds of the personal property auctions.

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.09(13) prohibiting commingling of funds contained within firm accounts.**

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

**40. 2025059271**  
**Opened: 10/27/2025**  
**First Licensed: 4/16/2018**  
**Expires: 4/15/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant and spouse were selling their home and Respondent was the Buyer's agent. Complainant stated that the morning of the closing Complainant went to the home and found the garage door open, lock box open, and a crawl space mediation crew at work on the home. Access had been given to the crew by the Respondent. Complainant stated the Respondent was not present initially and did not act with reasonable care by allowing unrestricted access to the home prior to closing.

Respondent stated their clients executed all of their documents the day before closing and they confirmed the transfer of funds had been completed that morning. Respondent stated they were informed the sellers would sign at 10:00 am and so made arrangements for the crew to be there at noon. Respondent stated they arrived at the home at 11:15 and encountered the homeowner, who told Respondent they would be signing at 1 p.m. Respondent does not address who provided access to the home or why they were not with the mediation crew, or why the crew was at the home at approximately 10 a.m. instead of noon. Complainant submitted a rebuttal stating the timeline provided by the Respondent was not correct and their closing time was always set for 1 p.m. Complainant requested and received a letter from Respondent confirming Complainant would not be responsible for any damage done to the property on the day of the closing.

**Recommendation: Letter of warning regarding the duty of reasonable care to all parties to the transaction.**

**Commission Decision: The Commission voted to issue a Consent Order with a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. §62-13-403(1).**

**41. 2025059431**  
**Opened: 10/27/2025**  
**First Licensed: 2/19/2014**  
**Expires: 2/18/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a homeowner who purchased a newly built home in 2023. Complainant makes several allegations against the builder of the home including wiretapping, stalking, electronic surveillance, and various privacy violations. Complainant failed to explain how the Respondent was allegedly part of any of those activities but later submitted additional information alleging

Respondent somehow forced Complainant to undergo mental health screenings without Complainant's permission.

Respondent stated they have never met or worked with the Complainant and the address provided by the Complainant is a newly constructed home that has yet to be occupied by anyone.

**Recommendation: Dismiss.**

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

**42. 2025059531**  
**Opened: 10/27/2025**  
**First Licensed: 12/2/2020**  
**Expires: 3/22/2027**  
**Type of License: Real Estate Firm**  
**History: Close and Flag**

**This complaint is related to complaint number REC-2025059431.** Complainant alleges Respondent is fraudulently marketing a home that has been previously occupied as a "newly constructed home". Complainant alleges multiple people have lived in the home off and on since December 2024. Complainant alleges they can hear the occupants of the home speaking and they have been conducting surveillance on the Complainant.

Respondent denied the allegations.

**Recommendation: Dismiss.**

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

**43. 2025059571**  
**Opened: 10/27/2025**  
**First Licensed: 5/5/2006**  
**Expires: 5/4/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Respondent was the listing agent for property purchased by the Complainant in 2024. Complainant was not represented by an agent and purchased the property based on the description in the listing and aerial photos provided by the Respondent. Complainant alleges they later determined the location of the property was not where they thought it was located, and they now have three possible locations of the property: the address in the original listing; the Tax ID location, and the location of the property as described in the deed. Complainant alleges Respondent has refused to assist them. A copy of the deed was provided and the property is located in Virginia.

Respondent and their Principal Broker both submitted statements denying any wrongdoing. Respondent stated they received the offer from Complainant sight unseen and advised

Complainant the property had not been surveyed. Closing was completed within a month and as far as Respondent knew “everything was fine.” Respondent consulted with their Principal Broker when Complainant contacted them six months later alleging there were issues with the property, who advised the Complainant to contact the title company and proceed with whatever title insurance claim they felt was appropriate.

**Recommendation: Dismiss.**

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

**44. 2025060191**  
**Opened: 10/27/2025**  
**First Licensed: 8/11/2015**  
**Expires: 8/10/2027**  
**Type of License: Affiliate Broker**  
**History: None**

**This complaint is related to complaint number REC-2025060431 (#45).**

Complainant was a Buyer and Respondent was the agent for Seller. Complainant was represented by an agent as well. Complainant alleges they executed a purchase agreement in August with a Special Stipulation: “Contingent upon builder viewing land and approving build site.” The builder determined they could not build a home and barn on the parcel as desired by the Complainant, so Complainant provided notification to the Sellers that they were canceling the contract and submitted a Mutual Release for the earnest money. Sellers refused to sign the release and have refused to return the earnest money. Complainant provided copies of emails between the agents and the Respondent’s Principal Broker (“PB”), who stated that the contingencies included “builder approval of the building site and a septic permit.” PB requested a written explanation or report so their client could make an “informed decision” and stated that until then the earnest money would remain in escrow pursuant to the contract. Complainant provided copies of the purchase agreement, confirmation of agency status and other transaction documents. It is unclear what Rule or provision of the Broker Act Complainant alleges Respondent and their PB have violated.

Respondent stated the Complainants had at least two inspections of the property with a “builder” but it was never specified if it was the same builder both times. After the first visit the Respondent was told that everything “looked good”; that analysis changed after the second review and the Complainant decided to terminate the contract. Respondent tried to verify if the site was not suitable for building the home or if the Complainant just “did not like” where the builder indicated the home could be built. Respondent and their PB asked for additional information regarding the site plans and the septic system and this was never provided. Respondent stated that they personally don’t have any control over the earnest money as it is being held in the escrow account of the Complainant’s agent’s firm. The principal brokers of both firms took over communication once the parties disputed the release of the earnest money.

**Recommendation: Dismiss.**

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

**45. 2025060431**

**Opened: 11/3/2025**

**First Licensed: 4/9/1998**

**Expires: 4/26/2027**

**Type of License: Principal Broker**

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

**This complaint is related to complaint number REC-2025060191 (#44).**

Respondent is the PB of the respondent in the related case. Complainant provided the same narrative and documentation as in the related complaint. The last communication between the Respondent and the Principal Broker of the Complainant's agent was an email from that principal broker asking: "Where are we at with returning the buyers their money?"

Respondent stated they are not the holder of the funds, and the Sellers are unwilling to sign the release. Respondent cited Tenn. Comp. R. & Regs. 1260-02-.09(7), (8) and (9) which provide that as the Holder of the funds the Principal Broker of the Complainant's agent is responsible for disbursement without unreasonable delay, not the Respondent.

**Recommendation: Dismiss.**

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

**46. 2025060481**

**Opened: 10/27/2025**

**First Licensed: 3/28/2001**

**Expires: 11/19/2026**

**Type of License: Principal Broker**

**History: None**

Complainant contacted Respondent, who was the listing agent for a property Complainant wanted to purchase, and alleged Respondent and their firm were "too lazy" to assist Complainant. Complainant also alleges the Respondent had the property listed "too high" and should have to "show (their) comps."

Respondent stated the Complainant submitted an offer through their own agent and once that offer was rejected became belligerent and aggressive with the Respondent and Respondent's staff. Respondent stated they presented all offers to their clients, including Complainant's, and the price was set by the sellers after discussion regarding comparable sales. Copies of communications between the parties were provided by the Respondent and corroborate Respondent's version of events.

**Recommendation: Dismiss.**

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

**47. 2025060541**  
**Opened: 10/27/2025**  
**First Licensed: 9/24/2018**  
**Expires: 9/23/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleges Respondent knowingly allowed and validated a forged electronic signature to lease a commercial space for a restaurant in Complainant's name. Complainant provided a copy of a lease proposal allegedly electronically signed by Complainant in March 2023. Text messages between Complainant's Partner and Respondent include one wherein Respondent is notified the Complainant is out of the country but could DocuSign the lease. Partner responded "You can send it to me and I'll do it. Don't tell. LOL." Respondent replied "Deal." Complainant alleged the restaurant closed in July 2024 and Complainant "began my own investigation" and learned of the alleged forgery. Complainant alleges the "forgery of my signature was the starting point of a chain of fraudulent and unethical actions that caused me significant financial losses, economic hardship, and emotional distress. I invested large amounts of money in good faith, relying on the broker's professional duty of transparency, but instead was misled and defrauded."

Respondent stated Complainant and Partner were both romantic and business partners, and the three of them toured several properties before the Complainant and Partner chose the specific property that was leased. Respondent stated there was a language barrier with Complainant and so Partner facilitated communication, but Respondent denies that Complainant was unaware of the terms of the lease or the financial requirements of the agreement. Respondent stated the Complainant was present and personally signed the Lease Agreement executed on April 21, 2023, and provided a copy of the Agreement which does have a handwritten signature that appears to be the Complainant's signature. The signatures are also notarized. Complainant submitted a rebuttal again asserting their signature was forged, but there is insufficient evidence of a violation of the Rules or *Broker Act* by the Respondent.

**Recommendation: Dismiss.**

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

**48. 2025060121**  
**Opened: 10/27/2025**  
**First Licensed: 9/20/2022**  
**Expires: 2/13/2027**  
**Type of License: Real Estate Firm**  
**History: 2023 Consent Order for Advertising Violation; 2023 Consent Order for Advertising Violation; 2025 Agreed Citation for Advertising Violation**

Complainant is a homeowner and alleges they have received several unwanted mailers from the Respondent offering to buy their home. Complainant provided copies of four (4) mailers that all included an offer to purchase the home, and the mailers identify the Respondent and contain the firm name and number as listed on file with the Commission.

Respondent stated they added Complainant to the firm's Do Not Contact list and apologized for the inconvenience to the Complainant.

**Recommendation: Dismiss.**

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

**49. 2025060801**  
**Opened: 10/27/2025**  
**First Licensed: 2/16/1990**  
**Expires: 11/21/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a Commission administrative staff member. Complainant reported the firm's Principal Broker's license expired November 1, 2024. As of October 14, 2025, the firm was still holding an active license without an actively licensed principal broker.

Respondent stated they received notice from the Commission on September 25, 2025, that an active Principal Broker had to be in place by October 10, 2025, or the firm license would be closed. Respondent's principal broker submitted their application for renewal on October 1, 2025, but did not pay the fee until October 13, 2025. The complaint against the Respondent was opened on October 14, 2025.

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

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

**50. 2025060831**  
**Opened: 10/27/2025**  
**First Licensed: 2/15/2002**  
**Expires: 3/17/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a Commission administrative staff member. Complainant reported the firm's Principal Broker's license expired May 7, 2025. As of October 14, 2025, the firm was still holding an active license without an actively licensed principal broker.

Respondent stated that in September 2024, they began the process of terminating their LLC because they had ceased to do business as of July 31, 2024. Respondent did not finalize the termination until February 2025 in order to get all fees and taxes paid. The license of the Principal Broker expired May 7, 2025, and was not renewed. Respondent believed the Termination of the LLC through the Secretary of State's office was all that was needed.

**Recommendation: Dismiss.**

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

**51. 2025056131**

**Opened: 11/3/2025**

**First Licensed: 4/22/2022**

**Expires: 9/13/2027**

**Type of License: Affiliate Broker**

**History: 2016 Consent Order for violation of disbursement of trust money**

Complainant alleged the Respondent was operating an unlicensed property management firm. Complainant owns a property adjacent to Respondent's property, and Respondent's tenants have been interfering with Complainant's ability to access their home.

Respondent stated they addressed the issue with the tenants and the problem had been resolved. Respondent is actively licensed and affiliated with an actively licensed firm.

**Recommendation: Dismiss.**

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

**52. 2025060881**

**Opened: 11/3/2025**

**First Licensed: 12/31/2001**

**Expires: 10/6/2027**

**Type of License: Affiliate Broker**

**History: None**

Complainant was selling their home and Respondent was the agent for Buyers. Complainant alleges Respondent entered their home "without an appointment, notification or even knocking" and alleges Respondent did so because they thought the Complainant would not be present. Complainant alleges Respondent harassed them, asking if they "were being careful", and attempted to negotiate terms without their agent present.

Respondent stated the Complainant's agent knew of and approved the Respondent's visit on the day in question and told Respondent the Complainant would not be there. Respondent stated the parties agreed Buyers would purchase some of Complainant's furniture and accessories. The parties also agreed Sellers would have a one (1) day estate sale open to the public because the Complainant was down-sizing and would not need most of their furniture. Respondent provided

copies of communication between the agents discussing the plans for the sale and included the Complainant's agent letting Respondent know their clients could call Complainant directly with questions. Buyers alleged they went to the home on what should have been the day after the estate sale and instead found Complainant having what Buyers described as a multi-day "flea market" and contacted Respondent concerned about damage to the floors and countertops. Respondent then went to the home later in the day and found a man and woman present and believed they were the estate sale operators, told them they were the agent for Buyers, and asked if they had been careful. Respondent was told they were the owners of the home, and the Spouse spoke with Respondent about the sale and offered to take Respondent around the house to let them look around and see that while the home still needed to be cleaned no damage had been done. Respondent reported that information back to the Buyers via an email, a copy of which was provided. Respondent denied making any attempt to renegotiate the terms of an already binding agreement or harassing the Complainant. Based on the documents provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**53. 2025056121**  
**Opened: 11/10/2025**  
**First Licensed: 2/6/2019**  
**Expires: 10/23/2027**  
**Type of License: Real Estate Firm**  
**History: None**

This is an administratively opened complaint. Complainant reported an audit for this firm was opened on September 2, 2025. An affiliate of the firm was found to have a license that expired on June 5, 2025. In communications with the principal broker it was confirmed the affiliate was still associated with the firm. This complaint was opened on September 23, 2025, and a notice was sent to the Respondent on September 26, 2025. A follow up letter was sent on November 7, 2025, and a response has still not been received. The affiliate's license has since been reinstated.

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

**Commission Decision: The Commission voted to accept counsel's recommendation and to also open a complaint against the principal broker for failure to supervise due to affiliate's unlicensed activity.**

**54. 2025061091**  
**Opened: 11/18/2025**  
**First Licensed: 8/3/1995**  
**Expires: 7/30/2026**  
**Type of License: Principal Broker**  
**History: None**

Respondent is a licensee and instructor who was conducting an orientation class for new realtors on August 13, 2025. Complainant did not attend the class but alleges Respondent was asked a question regarding how to list properties of multiple family dwellings and allegedly stated: "It doesn't matter how you list it as long as you don't do what those crazy people over in (XX) County tried to do!" According to the student who passed the information on to the Complainant, Respondent went on to tell the entire class the Complainant and their business associates were racists and Christian Nationalists, told them where Complainant lives and encouraged them to go to Complainant's home and confront them about their beliefs and their "cult". Complainant alleges Respondent made substantial and willful misrepresentations and pursued a continued and flagrant course of misrepresentation in violation of Tenn. Code Ann. § 62-13-312 (b)(1) and (3).

Respondent stated that at "no point did I make any such statements, insinuations, or disclosures...and have never and would never engage in behavior that is discriminatory, harassing, unprofessional or unethical." Respondent asserted they never said anything about Complainant, their business or their associates. Respondent provided statements from eight (8) of the attendees who stated they never heard the allegations made by Complainant and that the class content and discussion remained professional and "focused on orientation-related topics." There is insufficient evidence of a violation of the Rules or the *Broker Act*.

**Recommendation: Dismiss.**

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

**55. 2025061081**  
**Opened: 12/2/2025**  
**First Licensed: 10/15/2018**  
**Expires: 10/14/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a Commission administrative staff member. Complainant reported the firm's Principal Broker's license expired March 8, 2023. As of October 13, 2025, the firm was still holding an active license without an actively licensed principal broker. This complaint was opened and notices were sent to the Respondent but a response has not been received. Respondent's principal broker is the only licensee affiliated with the firm.

**Recommendation: Close firm license.**

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

**56. 2025061001**  
**Opened: 12/2/2025**  
**First Licensed: 6/19/2009**  
**Expires: 8/11/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a Commission administrative staff member. Complainant reported Respondent's Principal Broker's license expired August 11, 2020. As of October 13, 2025, the firm was still holding an active license without an actively licensed principal broker. This complaint was opened and notices were sent to the Respondent but a response was not received. Two other affiliates with the firm also have expired licenses, but the firm was able to renew their license in 2024.

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

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

57. **2025060811**  
**Opened: 12/5/2025**  
**First Licensed: 1/25/1991**  
**Expires: 8/8/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a Commission administrative staff member. Complainant reported the firm's Principal Broker's license expired December 31, 2024. As of October 14, 2025, the firm was still holding an active license without an actively licensed principal broker. This complaint was opened and notices were sent to the Respondent but a response was not received. Respondent's principal broker is the only licensee affiliated with the firm.

**Recommendation: Close firm license.**

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

**TIMESHARES:**

58. **2025055391**  
**Opened: 10/13/2025**  
**First Licensed: 3/24/2008**  
**Expires: 3/23/2026**  
**Type of License: Time Share Registration**  
**History: None**

Complainant purchased a time-share interest from Respondent in 2016 and now asks the Commission to assist them in canceling their contract. Complainant alleges Respondent's program has caused them unnecessary stress and has been a financial burden while also being difficult to use and availability has been limited. Complainant entered into their contract in another state and it was unclear from the information provided whether they ever had any dealings with the Respondent in Tennessee.

Respondent stated Complainants first purchased their interest in 2016 and have made additional purchases in 2017, 2019 and 2022. Respondents denied ever misleading Complainants as to the requirements of the program and provided copies of each of Complainant's executed contracts that include disclosures regarding the availability of their vacation options.

**Recommendation: Dismiss.**

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

### **CASES TO BE REPRESENTED**

**59. 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.**

**New Information: Respondent's attorney contacted counsel after their client received the consent order and provided additional information:**

**"(Named Respondent) does not own, buy, sell, develop or lease any real estate...the owner of and principal broker for (Respondent and their) affiliate brokers perform brokerage services for (Company A). All are properly licensed. (The employee) who is referenced in the complaint filed against (Respondent) has no affiliation with (Respondent). (Company A) is a separate entity from (Respondent) with different ownership structure. (Company A) owns, buys, develops, sells, etc. real estate of which it is a 100% owner. (Employee) is just a salaried employee of (Company A). My client's understanding is that, as an owner, (Company A) falls under the**

statutory exception not requiring a broker license to operate its business. The ads that were referenced in the complaint are all for properties owned by (Company A).”

**New Recommendation:** Dismiss and open complaint against Company A for possible unlicensed activity.

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

60. 2022047501  
Opened: 1/3/2023  
First Licensed: 10/17/2016  
Expires: 10/16/2024  
Type of License: Affiliate Broker  
History: None

Complainant is a licensee. Respondent is a licensee.

Complaint stated that Respondent’s marketing flyer was missing the registered office phone number; that Respondent was offering an “agent bonus”; offering a “buyer’s agent” bonus; and that the team name was larger on the advertisement than that of the firm name. Complainant provided a copy of the flyer. Counsel notes the sign is in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which states:” All advertising shall be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission. The firm name must appear in letters the same size or larger than those spelling out the name of a licensee or the name of any team, group or similar entity.”

Respondent stated that the flyer was sent to realtors within the association only and not consumers. Respondent stated that moving forward the firm number will be added to all correspondence and that they will work with the marketing department “to ensure that Logo sizing, agency verbiage and firm number are correct across the board.”

**Recommendation: One Thousand Dollar (\$1,000) civil penalty and open administrative complaint against Respondent’s principal broker for failure to supervise.**

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

**New Information:** Respondent has been broker released by their in-state firm and is also no longer affiliated with their firm in a neighboring state. Counsel attempted to have Respondent personally served by an investigator, but they were unable to make contact. The investigator then confirmed with local law enforcement that the Respondent has been reported missing by family members.

**New Recommendation:** Close and flag.

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

**61. 2024016311**  
**Opened: 4/29/2024**  
**First Licensed: 10/17/2016**  
**Expires: 10/16/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a buyer of a home and Respondent was their agent. Complainant alleges they purchased their home in 2022 partially due to the lack of an HOA in that subdivision. Complainant learned in 2023 the developer established their own HOA and contracted with a property management firm to manage the HOA. Complainant alleges Respondent did not do their due diligence and should have known and advised Complainant that the HOA would be formed.

Respondent did not provide a response to the complaint.

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

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

**New Information: Respondent has been broker released by their in-state firm and is no longer affiliated with their firm in a neighboring state. Counsel attempted to have Respondent personally served by an investigator, but they were unable to make contact. The investigator then confirmed with local law enforcement that the Respondent has been reported missing by family members.**

**New Recommendation: Close and flag.**

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

**62. 2025044211**  
**Opened: 9/15/2025**  
**First Licensed: 10/17/2016**  
**Expires: 10/16/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainants allege they entered into a Purchase and Sale Agreement with the Respondent to buy their home and agreed to an occupancy agreement for several months prior to closing. Complainants allege Respondent failed to pay the agreed upon rent and has failed to maintain the home. Documentation provided by the Complainants shows the entirety of the transaction took place in an adjoining state where the Respondent was also licensed.

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

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

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

**New Information: Respondent has been broker released by their in-state firm and is also no longer affiliated with their firm in a neighboring state. Counsel attempted to have Respondent personally served by an investigator, but they were unable to make contact. The investigator then confirmed with local law enforcement that the Respondent has been reported missing by family members.**

**New Recommendation: Close and flag**

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

**Aerial Carter:  
New Complaints**

**63. 2025044401  
Opened: 9/3/2025  
First Licensed: 11/7/2013  
Expires: 11/6/2027  
Type of License: Real Estate Firm  
History: None**

The Complainant is a Tennessee resident and a prospective buyer in a real estate transaction. The Respondent is a real estate firm. The Complainant stated that on September 15, 2024, an Agent with the Respondent's firm showed them a home. On October 6, 2024, they visited the property again. The next day, they decided to make an offer. The Agent sent them documents to sign. They were told that they were only signing documents related to their offer. They stated that the Agent never mentioned a buyer's representation agreement or informed them of the documents they were signing. After the Complainant's offer was rejected, they asked to view three (3) more houses. However, the Respondent didn't respond to their request for six (6) days. They assumed that the Respondent no longer wanted to work with them, so they found a new realtor. They completed their transaction with the new realtor. On or around November 25, 2024, the Agent became aware that they worked with a different realtor. They were told that they had an exclusive buyer's agreement with the Agent. They stated that they ran into the Agent until July 13, 2025. A week later, they received an invoice from the Agent that stated that they owed a 3% commission. They

stated that the Respondent is not entitled to a commission because they failed to provide copies of documentation, failed to communicate in professional time frame.

The principal broker provided a response. The response stated that on September 26, 2024, the Complainant contacted the Agent to assist them in looking for a new home. On September 28, 2024, the Complainant was shown a property, and a buyer representation agreement was signed that was limited to that specific property. On October 7, 2024, the Complainant made an offer and discussed various aspects of the process and documents. During that conversation, the Agent discussed the buyer representation agreement, for the specific property. On October 8, 2024, the Complainant requested to see another potential home over the weekend. The Agent attempted to reach out to the Complainant on October 8, 12, and 28, but they didn't receive a response. On November 25, 2024, the Agent contacted the Complainant to congratulate them on their purchase and reminded them of the buyer representation agreement. The principal broker stated that all copies of signed documents are sent out by Dotloop to the parties. The response included screenshots of text messages between the Agent and Complainant.

Based on the information provided, the complaint is related to a dispute about whether the Agent is entitled to a commission. A copy of the buyer representation agreement was not provided. However, this matter would be a contract dispute, which is outside of the Commission's jurisdiction. The text messages show that the parties communicated regularly. There was a delay in response from the Agent for approximately three (3) days. Counsel finds the allegation that the Agent failed to respond in a timely manner to be unfounded. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**64. 2025043881**  
**Opened: 9/22/25**  
**First Licensed: 6/5/2025**  
**Expires: 6/4/2027**  
**Type of License: Affiliate Broker**  
**History: None**

**Complaint REC-2025043881 (#64) and complaint REC-2025045901 (#65) are related and contain similar allegations.**

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The complaint alleged that the Respondent posted an advertisement on social media that didn't mention that they were licensed or the brokerage information. The complaint was sent to the Executive Director, and they determined that an agreed citation should be sent to the Respondent for the advertising violation. A screenshot of the social media post was provided in the complaint.

The Respondent stated that the post was on an "insiders page" which requires individuals to be licensed real estate agents at the firm to make a post. They stated that for other posts, they put the

brokerage information or identifies themselves as a real estate agent. They stated that they also work as a sales manager for a builder. They stated that their post was removed and deleted. They stated that they don't believe that they should be fined for the social media post.

The social media post was an advertisement on behalf of a Builder offering "the Freedom of Choice." The graphic highlighted a limited time promotion that would allow individuals to choose their preferred homesite and floor plan then choose one free option for a sitting room, covered porch, or deluxe kitchen. The caption of the post contained the following language "This I [redacted community name 1] we are offering the Freedom of choice. We are also now selling in our [redacted community name 1]. The community is zoned for [redacted high school district]. With a starting price of \$599,9000. They offer buyer's agent compensation and \$3,000 for hometown heroes. Check out [redacted community name 2], We are offering a 3-2-1 buy down on select homes and they start at 3.99%." A link for the Builder's website was included in the caption.

Counsel reviewed the website, and the Builder offers a partnership program with real estate agents. The realtor partnership program offers to a way for agents to "boost business and unlock exclusive access to prime listings and lucrative referral fees." The builder's website promoted their communities under development and building options.

Based on the information provided, it appears that the Respondent is a part of the partnership program it was advertising the new communities on behalf of the builder. The screenshot from social media only contains a portion of the post. The post has been deleted so Counsel was unable fully determine if a violation occurred. However, the response made a distinction between posts made to the public and participating in groups on social media for real estate professionals. The advertising rules apply to all advertising, regardless of its nature and the medium in which it appears or its intended audience. Therefore, Counsel recommends that a Letter of Warning be issued to ensure compliance with advertising rules and ensure compliance with the requirements for disclosing a partnership.

**Recommendation: Issue the Respondent a Letter of Warning to ensure compliance with advertising rules and ensure compliance with the requirements for disclosing a partnership.**

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

**65. 2025045901**  
**Opened: 8/25/2025**  
**First Licensed: 4/15/2013**  
**Expires: 4/14/2027**  
**Type of License: Principal Broker**  
**History: None**

**Complaint REC-2025043881 (#64) and complaint REC-2025045901 (#65) are related and contain similar allegations.**

The Complainant is a Tennessee resident. The Respondent is a Principal Broker. The complaint alleged that from February 2025 to July 2025, the Respondent operated a page on social media for

a new residential community. The complaint alleged that one of the Respondent's affiliates violated the advertising rules. Furthermore, the complaint alleged that the Respondent misrepresented themselves in connection with a Builder as a primary representative of the development community.

The Respondent stated that on February 3, 2025, they began work as an independent contractor with the Builder. Two days later, they transferred their license from Firm 1 to Firm 2 and the Builder. They stated that advertised homes the Builder assigned them. On February 7, 2025, the Respondent created an advertisement on social media. The page previously had a different name, from October 16, 2024, to February 7, 2025., and contained the listing and firm information for Firm 1.

The Respondent denied misrepresenting their firm affiliation. They stated that at all relevant times, the social media page included all of the required information such as the firm's brokerage information, their affiliation with the firm, and firm's phone number, and was prominently displayed on the social media page. They stated that when they created the social media page for the Builder and was promoting the new community. When they updated the social media page they previously used for Firm 1, they inadvertently forgot to change the information under the section titled "details." This section was two clicks away from the main page. Additionally, the Respondent stated that the description in that section was clearly inconsistent with the nature of the community they were advertising for the Builder, and if it was reviewed in context, anyone would realize it was an inadvertent error. The Respondent also denied the allegation that they represented themselves as the exclusive listing agent or principal broker for the community or developer. The Respondent stated the advertisement was meant to promote a specific community. The Respondent terminated their work with the Builder and the page has been deleted.

Based on the information provided, it appears that the Respondent is a part of a partnership program with the Builder and promoted a new housing development. The screenshots from the social media page only contained a portion of the posts and pages. One screenshot stated that the Respondent was partnered with the Builder and included a link to the Builder's website. Counsel reviewed the Respondent's account on CORE. The Respondent was affiliated with Firm 2 from February 5, 2025, until November 26, 2025. A screenshot of the tab relates to the details of the community mentioned late front homes and a different area than advertised on the other screenshots. Some of the firm information was visible, but due to the screenshots being cut off, Counsel was unable to fully determine if a violation occurred. Therefore, Counsel recommends that a Letter of Warning be issued to ensure compliance with advertising rules and requirements.

**Recommendation: Issue the Respondent a Letter of Warning to ensure compliance with advertising rules and requirements.**

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

**66. 2025047571**  
**Opened: 8/25/2025**  
**First Licensed: 7/17/2013**  
**Expires: 6/23/2027**

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

The Complainant is a licensed real estate professional and represented the seller in a prospective real estate transaction. The Respondent is a Principal Broker, and their Agent represented the prospective buyer. The Complainant alleged that the Respondent's Agent failed to give any notice that the buyer's loan was denied or that the transaction was contingent on the financing before the closing date. They also stated that the Agent delayed the mutual release, without explanation. The complaint alleged that the Respondent failed their duty to act in honesty and good faith, provide documents in a timely manner, and failed to exercise reasonable skill and care.

The Respondent denied the allegation in the complaint. They stated that the Agent informed the Complainant about the financing contingency shortly after the Complainant reached out. They stated that the buyer provided a denial letter from their lender. However, the Complainant didn't request a copy of the denial letter, and the Agent couldn't fail to respond in a timely manner if there was no request. They stated that the parties discussed the mutual release form because the Complainant wanted to keep the earnest money. They stated that the Agent couldn't release the earnest money without the buyer's consent. They also consulted the contracting attorney to get advice and was told that filing an interpleader as the proper action.

Documents provided by both parties were reviewed by Counsel. The parties entered a binding contract on March 18, 2025, and the closing date was set for April 18, 2025. An email exchange from the Complainant and Respondent stated that the buyer was in breach of contract, but the communications indicated that the buyer could close on April 30, 2025. However, there was no documentation that showed that the parties agreed to extend the closing date. On April 24, 2025, the denial letter was sent from the lender. On April 26, 2025, the Complainant sent a request for a mutual release and requested that the buyer sign. It didn't appear that there was a response from the Agent. On May 5, 2025, the Agent sent a mutual release to return the money to the buyer.

Based on the information provided, the contract was contingent on financing and the appraisal, however, the Respondent's Agent failed to communicate that they did not have confirmation of financing prior to the scheduled closing date. There is also no indication that the Agent requested an extension or gave notice to terminate the contract. The denial letter was from the lender was dated April 24, 2025, which was after the set closing date.

Although the Respondent wasn't a party to the transaction, their Agent was under their supervision and is responsible for ensuring that their agents can adequately advise their clients and that they diligently exercise reasonable skill and care. Therefore, Counsel recommends this Respondent be issued a Letter of Warning to ensure that that the Respondent adequately supervises their affiliates and keep them in compliance. Counsel also recommends that a case be administratively opened against the Agent

**Recommendation: Issue the Respondent a Letter of Warning adequately supervises their affiliates to ensure compliance. Counsel also recommends that a case be administratively opened against the Agent involved in the transaction.**

**Commission Decision:** The Commission voted to accept counsel's recommendation and it is noted that the administrative complaint is to be opened against the Respondent's agent.

67. **2025047871**  
**Opened:** 8/25/2025  
**First Licensed:** 11/9/2023  
**Expires:** 11/8/2027  
**Type of License:** Affiliate Broker  
**History:** None

The Complainant was a prospective seller. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent interfered with a contract, which led to the cancellation of the contract between them and the prospective buyer. The prospective buyer contacted the Respondent because they were the previous listing agent for the property. They stated that the Respondent told the prospective buyer that they "wouldn't buy this listing with a 10-foot pole" and mentioned structural damage in the basement and that the property was in a high crime area. The complaint alleged that the Respondent had a personal vendetta against the property.

The Respondent stated that prospective buyer contacted them to ask about the property. They were asked about the price and why they believed the property didn't sell. During the conversation, they provided information about the listing and didn't say anything negative about the property. The Respondent submitted additional screenshots between them and the Complainant that indicated that the Complainant was lied to about the reason for the prospective buyer terminating the contract.

Tenn. Code Ann. § 62-13-604 states, in relevant part, "it is unlawful for a real estate licensee or anyone on behalf of any such licensee or firm, to counsel a client of another real estate licensee on how to terminate or amend an existing agency contract."

Based on the information provided, it didn't appear that the Respondent was aware that there was contract between the Complainant and Respondent. Since the Respondent's conversation occurred over the phone, there is nothing to suggest that the Respondent encouraged the prospective buyer to terminate the contraction. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

68. **2025045831**  
**Opened:** 9/22/25  
**First Licensed:** 6/3/1992  
**Expires:** 12/31/2000 (License Revoked)  
**Type of License:** Affiliate Broker  
**History:** 2004 Consent Order with Revocation

The Complainant is an out of state resident. The Respondent is unlicensed. The Complainant alleged that the Respondent engaged in fraudulent activity. The complaint stated that the Respondent operated a company that goes by multiple names and promoted a turnkey real estate program where they identify distressed properties, renovate them, then secures renters. The Complainant stated that they purchased two (2) properties from the Respondent.

The first property was purchased on March 14, 2024, for \$87,933.83. The second property was purchased on July 31, 2024, for \$81,840.94. In addition to the purchase price, they spent an additional \$55,000 towards the cost of renovations for the properties. The Respondent stated that the Respondent managed the properties. The Complainant stated that in April and July of 2025, they flew to Tennessee to meet with the Respondent due to unpaid rent. After the visit in July, they sent an email stating that they were cutting ties with the Respondent's management group due to not receiving payment. A response was not provided.

Counsel reviewed the Secretary of State's website and was able to confirm that the company name provided is registered in Tennessee. However, the Respondent didn't provide a name as the designated agent for the business. The complaint didn't include the address information for the properties purchased so Counsel was unable to look at the ownership records. Based on the information provided, it appears that the Complainant invested money to purchase property in Tennessee. It is unknown whether they own just a portion or the entire property. However, the Respondent was responsible for collecting and distributing the rent. The Respondent acted as a management company without the proper license and engaged in unlicensed activity. Therefore, Counsel recommends that this Respondent be assess a total civil penalty of Two Thousand Dollars (\$2,000.00) (or \$1,000.00 per property that the Respondent managed)

**Recommendation: Assess a Civil Penalty against the Respondent for One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity for managing the property that was purchased on March 14, 2024, in violation of Tenn. Code. Ann. § 62-13-301.**

**Assess a Civil Penalty against the Respondent for One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity for managing the property that was purchased on July 31, 2024, in violation of Tenn. Code. Ann. § 62-13-301.**

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

**69. 2025046351  
Opened: 9/2/2025  
First Licensed: 4/28/2015  
Expires: 12/2/2027  
Type of License: Principal Broker  
History: 2022 Consent Order for advertising violations**

The complaint was referred to the Commission by another government agency.

The Complainant is a Tennessee resident and was a seller in a prospective real estate transaction. The Respondent is a Principal Broker and acted as the Complainant's agent. The Complainant stated that the Respondent listed their property on March 7, 2025. The property hadn't sold after months so they wanted to switch realtors. The listing agreement was set to expire on September 30, 2025, but they had a loan due on October 31, 2025, and wanted to have the property sold before it was due. On August 11, 2025, the Complainant sent a text message to the Respondent asking to terminate the listing agreement. They were told that they would owe the Respondent a cancellation fee. They don't believe that they should be responsible for paying the fee as the house didn't sell and the fee was part of a different document.

The Respondent agreed with the timeline of events but denied delaying selling the Complainant's home. They stated that they consistently worked to market the property such as hosting broker opens, hosting open houses, weekly follow-up calls to the Complainant, and engaging in social media marketing. After they received the request to terminate the contract early, they sent the mutual release, which included the cancellation fee. The matter was resolved by the listing being transferred to a different team member with their firm.

Based on the information provided, the matter would have been contract dispute, which is outside of the Commission's jurisdiction. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

**70. 2025046581**  
**Opened: 9/2/2025**  
**First Licensed: 7/30/2020**  
**Expires: 7/29/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**This complaint is related to complaint number REC-2025047441, which was presented during the December 2025 legal report.**

The Complainant is a Tennessee resident and prospective tenant. The Respondent is an Affiliate Broker. The Complainant stated on August 10, 2025, they contacted the company to ask about securing a lease. They requested a move in date of September 1, 2025, which was acknowledged. However, the next day they were told that the property would be leased by a different tenant. The Complainant alleged that the individual failed to honor the agreement to lease and engaged in dishonest dealings.

The managing broker provided a response to the complaint. The Respondent stated that the individual who spoke with the Complainant has never worked for the firm nor been a licensed real estate agent. The Complainant didn't sign a binding lease agreement, and the owner was in their right to choose the tenant.

Based on the information provided, the Respondent owns the property and is licensed. The individual mentioned in the complaint appear to be related to the Respondent and they share the same address. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss**

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

**71. 2025046691**  
**Opened: 9/2/2025**  
**First Licensed: 3/16/2015**  
**Expires: 5/12/2026**  
**Type of License: Principal Broker**  
**History: None**

The complaint was administratively opened against the Respondent and related to complaint number 2025005521, which was presented during the June 2025 legal report. The Commission voted to authorize a formal hearing and to issue a Consent Order to the firm with a civil penalty an amount totaling Thirteen Thousand Dollars (\$13,000.00) (or One Thousand Dollars \$1,000.00 for the thirteen (13) unlicensed individuals on the firm's roster).

This complaint was administratively opened against the Respondent. The Respondent is a Principal Broker. The Respondent was selected for a routine audit and notified on January 3, 2025, and January 9, 2025. The audit found that fourteen (14) out of sixteen (16) affiliates had expired licenses. The complaint was opened for failing to comply with a lawful request by the Commission.

The Respondent stated that they failed to respond because they were unaware of the deadline. They stated that the email address was not accurate, but it has been updated. They stated that they complied with the second request and took immediate steps to cooperate with the audit process.

Counsel reviewed the affiliates associated with the Respondent's firm in CORE. It appears that there are seventeen (17) affiliates that are connected to the firm. The Respondent is responsible for ensuring all affiliates are compliant. Here, it was found that thirteen (13) of the affiliates had licenses that were expired but are still on the Respondent's roster. The expiry dates range from 2009 to 2024.

The firm was previously assessed a civil penalty totaling Thirteen Thousand Dollars (\$13,000.00) (or One Thousand Dollars \$1,000.00 for the thirteen (13) unlicensed individuals on the firm's roster), however, the unlicensed individuals are still affiliated with the firm. Therefore, Counsel recommends that the Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for employing unlicensed affiliates that are under the Respondent's supervision, in violation of Tenn. Code Ann. § 62-13-302(a). Counsel also recommends that the Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for failing to follow a lawful order by the Commission, in violation of Tenn. Code Ann. § 62-13-312(b)(14).

**Recommendation: Assess the Respondent a civil penalty of One Thousand Dollars (\$1,000.00) for continuing to have unlicensed affiliate under the Respondent's supervision, in violation of Tenn. Code Ann. § 62-13-302(a). Counsel also recommends that the Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for failing to follow a lawful order by the Commission, in violation of Tenn. Code Ann. § 62-13-312(b)(14).**

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

**72. 2025046761  
Opened: 10/6/2025  
Unlicensed  
History: None**

**Complaint number REC-2025046761 (#72) and complaint number REC-2025047841 (#73) are related and contain identical allegations.**

The Complainant is a Tennessee resident. The Respondent is unlicensed. The complaint is alleged that the Respondent engaged in fraudulent practices by falsifying documents for the sale of their property. The Complainant stated that they sold their property to the Respondent. After signing the purchase and sale agreement, the complaint alleged that the Respondent modified the DocuSign document by accessing their account using their IP address. They stated that the Respondent also added fees to the closing costs that were not previously disclosed or authorized. The Complainant requested \$6,000 in restitution for the title to revert back to them, and an itemized list of the charges to justify the disbursement amounts.

The Respondent's attorney submitted a response on their behalf. The Respondent denied the allegations in the complaint. They stated that the Respondent offered to purchase the Complainant's property through their company. However, they stated that the Respondent acted as an investor, not a real estate agent. They stated that all documents were sent via DocuSign and the Respondent lacked the ability to access or modify the documents using the Complainant's IP address. The Respondent further stated that all fees were paid and agreed upon. There was a lien on the property that had to be paid after the sale, but the Respondent didn't know who that individual was.

Based on the information provided, the Respondent purchased the Complainant's property. The purchase and sale agreement was a basic contract and stated that the seller would be responsible for paying liens and/or other fees owed on the property. Additionally, the log for DocuSign showed when the document was created, sent, and completed. The complaint stated that they sold the property to pay off debts. It appears that the profits from the sale was not as much as the Complainant expected. The Commission doesn't have jurisdiction to grant the Complainant the requested relief. The contract didn't include the Respondent's name but the name of the company. It is not required that an individual be licensed to purchase property. However, the name of the company could be considered misleading and should be changed to avoid potential legal action in the future. Counsel recommends that this matter be dismissed since the sale was under the name of the company.

**Recommendation: Dismiss**

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

**73. 2025047841**  
**Opened: 10/6/2025**  
**Unlicensed**  
**History: None**

**Complaint number REC-2025046761 (#72) and complaint number REC-2025047841 (#73) are related and contain identical allegations.**

The Complainant is a Tennessee resident. The Respondent is unlicensed. The complaint is alleged that the Respondent engaged in fraudulent practices by falsifying documents for the sale of their property. The Complainant stated that they sold their property to the Respondent. After signing the purchase and sale agreement, the complaint alleged that the Respondent modified the DocuSign document by accessing their account using their IP address. They stated that the Respondent also added fees to the closing costs that were not previously disclosed or authorized. The Complainant requested \$6,000 in restitution for the title to revert back to them, and an itemized list of the charges to justify the disbursement amounts.

The Respondent's attorney submitted a response on their behalf. The Respondent denied the allegations in the complaint. They stated that the Respondent offered to purchase the Complainant's property through their company. However, they stated that the Respondent acted as an investor, not a real estate agent. They stated that all documents were sent via DocuSign and the Respondent lacked the ability to access or modify the documents using the Complainant's IP address. The Respondent further stated that all fees were paid and agreed upon. There was a lien on the property that had to be paid after the sale, but the Respondent didn't know who that individual was.

Based on the information provided, the Respondent purchased the Complainant's property. The purchase and sale agreement was a basic contract and stated that the seller would be responsible for paying liens and/or other fees owed on the property. Additionally, the log for DocuSign showed when the document was created, sent, and completed. The complaint stated that they sold the property to pay off debts. It appears that the profits from the sale was not as much as the Complainant expected. The Commission doesn't have jurisdiction to grant the Complainant the requested relief. The contract included the company name, and although it is not required that an individual be licensed to purchase property, the Respondent's name could be considered misleading. The company includes the term "realty" even though the response claimed that the only role was as an investor. Counsel finds that the term "realty" should be removed to avoid potential legal action in the future. Counsel recommends that the Respondent be issued a Letter of Warning to ensure that the Respondent isn't engaged in unlicensed activity.

**Recommendation: Issue the Respondent a Letter of Warning.**

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

**74. 2025047401**  
**Opened: 9/2/2025**  
**First Licensed: 9/6/2007**  
**Expires: 1/23/2028**  
**Type of License: Real Estate Broker**  
**History: None**

The Complainant is a Tennessee resident and a prospective seller in a real estate transaction. The Respondent is a Real Estate Broker. One of the Respondent's agents acted as the listing agent. The Complainant stated that they didn't receive a timely response from the agent and the firm was "holding their property for ransom." They stated that the property was on the market for days with no real effort to market it. The Complainant stated that they have requested a release multiple times, but it was not granted.

The Respondent was the regional vice president of the firm. They stated that the complaint against their agent is without merit. They stated that the Complainant wanted to terminate the contract early without paying the marketing expenses incurred. They stated that the Complainant made many unreasonable demands of them, the agent, and the other co-owner of the firm. Eventually, they sent a release to terminate the listing.

Based on the information provided, the Complainant entered an exclusive listing agreement with an agent at the Respondent's firm. The Complainant wanted to terminate the agreement early, but the agent initially wouldn't agree to the release without payment for the fees from marketing the property. This matter is a contract dispute; the Commission doesn't have jurisdiction over this matter. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**75. 2025047531**  
**Opened: 9/2/2025**  
**First Licensed: 6/5/2020**  
**Expires: 6/4/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident and was a prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker and acted as the Complainant's agent. The Complainant alleged that due to the Respondent's conduct, they lost their earnest money. On June 21, 2023, the parties entered a binding agreement with the seller to purchase property. As part of the agreement, they deposited \$5,000 in earnest money. The agreement included a 10-day inspection contingency period. The home inspection was completed on June 28, 2023, and they informed the Respondent that they didn't want to move forward with the purchase. However, the Respondent didn't send the information until July 4, 2023.

The Respondent denied the allegations in the complaint. They stated that the parties had 10 days for the inspection period, and 5 days to negotiate the repairs. After the inspection, the Complainant asked them to request items to be repaired or fixed. The repair/replacement proposal was sent on July 3, 2023. After some back and forth between the seller's agent and them, the Complainant decided that the repairs were too extensive and asked to withdraw the contract on July 3, 2023. The sellers didn't agree to release the entire amount and wanted to split the earnest money. They later found out that the earnest money was released to the sellers without the Complainant's consent.

Based on the information provided, the Complainant requested approximately 15 items to be repaired or fixed before the closing date. There was a five (5) day window for the parties to negotiate the repairs that would or would not be completed, but the Complainant decided to withdraw their offer before that deadline. There was nothing to indicate that the earnest money was being held by or controlled by the Respondent. Therefore, Counsel finds that the allegation related to the Respondent's mishandling of the earnest money to be unfounded. Additionally, the complaint was filed more than two years after the alleged violation. Tenn. Code Ann § 62-13-313(e)(1) states, in relevant part, that "any complaint filed with the commission pursuant to this chapter shall be filed within two (2) years from the date of commission of the alleged violation of § 62-13-312 or the date that the complainant actually became aware of the violation.

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

**Recommendation: Dismiss.**

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

**76. 2025047561**  
**Opened: 9/2/2025**  
**First Licensed: 10/25/2023**  
**Expires: 10/24/2027**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint was referred to the Commission by another government agency. The Complainant was a seller in a real estate transaction. The Respondent is an Affiliate Broker and was the buyer. The complaint stated that as part of their agreement, the parties were required to close with a local title company. However, two (2) different title companies refused to issue a warranty for a private road. They also found out that the Respondent almost had a contract to sell the land before they completed the sale with them. The Respondent then listed their property on the MLS without their consent. They called to have the listing taken down as the address was incorrect.

The Respondent stated that the parties agreed to use a local title company, however, they ran into issues getting title insurance due to concerns regarding the private road. They asked the Complainant to provide documentation related to the road, but it wasn't sufficient for the underwriters. Additionally, the title company that the Complainant used previously was no longer

in business. They were able to find a title company that was able to perform the title work before closing and provide insurance. This was done to protect all parties and ensure clear title. The Respondent denied having a contract to sell the land before the contract was finalized. They stated that they did set up an MLS listing to be scheduled to post on the date of closing, but it was mistakenly posted prior to the closing date. When the Complainant made them aware of the listing, they removed it immediately. They admitted that they inadvertently made a mistake with the listing address but have taken steps to ensure that all MLS information would be correct in the future. The Respondent owns the property and intended to make improvements before re-listing.

Based on the information provided, the purchase appeared to be done within the Respondent's individual capacity. The issue of not using a local title company is a contract dispute and is outside of the Commission's jurisdiction. The issue related to the MLS listing appears to be the result of a typo entering the street address. For example, the correct address was 123 Gingerbread Ln. but the Respondent entered 132 Gingerbread Ln. It is unknown what date the MLS listing was posted but both parties agreed that it was before the closing date. The Respondent removed the listing promptly and owns the property. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

77. **2025047641**  
**Opened: 9/2/2025**  
**First Licensed: 7/1/2024**  
**Expires: 6/30/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The complaint stated that the Respondent disputed a repair bill for their vehicle. The Respondent made a comment about the Complainant owning the property and used it to threaten them into not charging the mechanic bill.

The Respondent and their Principal Broker provided a response. The Respondent stated that they were unable to determine the accusations that the Complaint was trying to make. They stated they never mentioned that they were a real estate agent. The matter was related to a vehicle they took in for repair. The Principal Broker stated that this matter appeared to be a private matter and asked that the matter be dismissed.

Based on the information provided, this matter is unrelated to any real estate transaction. This complaint involved a dispute about the repair of the Respondent's personal vehicle. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**78. 2025047501**  
**Opened: 9/3/2025**  
**First Licensed: 4/1/2020**  
**Expires: 3/31/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This complaint was administratively opened against the Respondent after a routine audit found that an affiliate's errors and omissions (E&O) insurance lapsed, which led to the affiliate's license being suspended. The affiliate's license expired on January 31, 2025. An E&O policy was provided but showed the coverage started on March 1, 2025. The affiliate's license expired on June 17, 2025.

The principal broker provided a response on the firm's behalf. The response stated that the affiliate was issued a new policy for 2025-2026. However, the policy wasn't backdated to provide continuous coverage. They reached out to the insurance provider and discovered that there were two policies for the affiliate in effect during the 2023-2024 period. The affiliate requested that the 2025-2026 policy be backdated and was waiting for a revised policy.

Based on the information in CORE, the affiliate's license expired on January 31, 2025. An E&O policy was provided but showed the coverage started on March 1, 2025. An updated policy was not provided to the Commission to show continuous coverage. The response stated that the affiliate chose not to renew their license after it expired on June 17, 2025. The response to the complaint stated that the affiliate hadn't been involved in any real estate transactions for ten (10) years but in the response to the auditors stated that the affiliate hadn't been involved in any transactions for three (3) years.

As of this legal report, the affiliate's license is still expired and associated with the firm. Therefore, Counsel recommends that this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for employing an unlicensed affiliate, in violation of Tenn. Code Ann. § 62-13-302. Counsel also recommends that an administrative complaint be opened against the principal broker for failing to exercise adequate supervision, in violation of Tenn. Comp. R. & Regs. 1260-01-.16(2)(a).

**Recommendation: Assess the Respondent a Civil Penalty of One Thousand Dollars (\$1,000.00) for employing an unlicensed affiliate, in violation of Tenn. Code Ann. § 62-13-302. Counsel also recommends that an administrative complaint be opened against the principal broker for failing to exercise adequate supervision, in violation of Tenn. Comp. R. & Regs. 1260-01-.16(2)(a).**

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

**79. 2025049071**  
**Opened: 10/6/2025**  
**First Licensed: 2/15/2004**  
**Expires: 7/13/2019 (Expired, E&O Suspension since 1/31/2019)**

**Type of License: Real Estate Broker**

**History: 2010 Agreed Citation; 2019 Agreed Order for refusal to grant Commission access to books and records (voluntary surrender)**

The Complainant filed a complaint against the Respondent and alleged that they engaged in fraudulent activity. The Respondent's license was voluntarily surrendered in 2019. The complaint stated that on July 14, 2025, they signed an agreement for a three (3) bedroom, two (2) bathroom home. The Respondent told them that they were a broker and were authorized to rent or sell the house. Once they got into the home, they realized that there were 1.5 bathrooms instead of 2. When they discovered there were repair issues, they learned that the Respondent's license was expired. Additionally, the contract that the Respondent used for the contract wasn't under the Respondent's name. As a result of the misrepresentation and fraudulent activity, they stated that they no longer wanted to continue with the contract. The Respondent didn't provide a response.

Based on the documents provided with the complaint, it appears that the Complainant signed a contract to lease property. The parties were connected through Zillow rentals. The Respondent has a profile on the website, although no active listings were found. The website for the Respondent and the company name was removed. The Complainant sent \$2,000 as a deposit to the Respondent and included screenshots. The screenshots included the Respondent's name and picture. The company name is listed on the contract but there is enough information to indicate that the Respondent held themselves out as a licensed agent and entered into a contract with the Complainant. The property is currently pending sale with a licensed firm.

Based upon all these facts, Counsel recommends that this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activities, 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 activities, in violation of Tenn. Code Ann. § 62-13-301.**

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

**80. 2025048871**  
**Opened: 10/6/2025**  
**Unlicensed**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is unlicensed. The Complainant stated that the Respondent was hired to manage their rental property, but they have stopped paying the rental income and didn't transfer the security/escrow funds. They stated that when they first worked with the company, it had a different name. They weren't aware that the Respondent wasn't licensed until they stopped receiving payments. The Respondent didn't provide a response.

Counsel checked CORE and didn't find a license for the Respondent. The Respondent name was found on Google but a website was not located.

Based upon all these facts, Counsel recommends that this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activities, 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 activities, in violation of Tenn. Code Ann. § 62-13-301.**

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

**81. 2025048921**  
**Opened: 10/6/2025**  
**Unlicensed**  
**History: None**

The Complainant stated that they received an advertisement with an “official buy it now price” for a townhome. They spoke with a representative at the community to place a security deposit. However, when they arrived, they were told that they would not honor the price of \$349,000 and the new price would be \$369,000. They contacted the director of sales and was sent a different offer two weeks later for \$379,000. They stated that the Respondent failed to honor the original offer sent to them. A response was not provided.

Counsel reviewed the Respondent's website. It appears that this complaint was opened against the developer/ builder for the community. However, there is a licensed firm associated that has a similar name. Counsel was able to identify the representative mentioned in the complaint. They are licensed as an affiliate broker, and they are working under a licensed firm. Furthermore, the “offer” received by the Complainant is not binding until all parties agree to the terms. Based on the information provided, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**82. 2025049461**  
**Opened: 9/8/2025**  
**First Licensed: 11/18/2020**  
**Expires: 11/17/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is an out of state resident. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent listed a property with the incorrect square footage. They stated that the property was listed as 2,508 sq. ft. but it is overstated by approximately 300 sq. ft. They contacted the Respondent and the firm, but they didn't update the listing.

The Respondent's principal broker submitted a response on their behalf. The Respondent stated that the Complainant didn't visit the property. However, the property was professionally measured

by appraisers. They stated the Complainant could hire an appraiser or talk to the appraiser who did the measurements for the property to verify any discrepancies they found. The Complainant didn't agree to that recommendation. They stated that other homes in the neighborhood were also measured by licensed Tennessee appraisers and the agent did everything they could to accommodate the Complainant.

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

**Recommendation: Dismiss.**

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

**83. 2025037641**  
**Opened: 7/14/2025**  
**First Licensed: 9/24/2015**  
**Expires: 12/26/2027**  
**Type of License: Principal Broker**  
**History: None**

The Complainant filed a complaint against the Respondent

The Respondent is a Principal Broker. On or around May 30, 2025, the Complainant stated that they called to speak with the Respondent about a viewing their listing. However, the number they called was answered by another agent. The other agent was assigned to show the property instead of the Respondent. The agent told them that they were required to sign a RF 145 form since they were an unrepresented buyer. They refused to sign the form and stated that the new law does not require them to sign anything to simply view the property. The Complainant felt as though the firm was doing a "bait and switch" by not allowing the Respondent to show the property. After refusing to sign, they were told that they couldn't view the property.

The Respondent stated that the Complainant called the office number and it happened to be monitored by another agent in the firm. The Complainant scheduled a tour with the agent. The agent provided the Complainant with additional information about the property. The agent attempted to explain that it is part of a new law that unrepresented buyers needed to sign the touring agreement. The Complainant asked to speak with them but became combative. Although the agent was on the way to show the property, they called the agent to cancel the tour due to concerns for their safety.

Based on the information provided, Counsel was unable to determine a violation that occurred. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**84. 2025037801**  
**Opened: 7/14/2025**  
**First Licensed: 10/17/2014**  
**Expires: 10/16/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**Complaint number REC-2025037801(#84), complaint number REC-2025039511 (#85), and complaint number REC-2025039541 (#86) are related and are based on the same allegations.**

The Complainant was a tenant at a property that was managed by the Respondent. The Respondent is an Affiliate Broker and owned the property the Complainant rented. They stated that the Respondent engaged in multiple violations such as willful negligence, failure to disclose material defects, and repeated violations of their duties as a real estate agent. They stated that the property had a leak in the ceiling of one of the rooms, termite infested trees, pest infestations, collapsing driveways, and others. The issues occurred from 2019 to 2025. After they moved out in February 2025, they learned that Respondent listed the same property for sale but didn't disclose any of the dangerous history of the home.

The Respondent stated that they have owned a few rentals in the past decade and have an excellent history with tenants. The Complainant rented their property from March 2019 to February 2025. During that time, the Complainant damaged the property and was consistently late on rent. They stated that they were responsive to repair requests. They stated that they decided to sell the property for pure personal reasons and had nothing to do with the allegations in the complaint. They stated that they listed the property with their firm on July 6, 2025.

Under Tenn. Code Ann § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the Respondent owned the property, is a licensed broker, and works for a licensed firm. Therefore, the Respondent meets the exemption. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**85. 2025039511**  
**Opened: 8/5/2025**  
**First Licensed: 1/1/1901**  
**Expires: 9/9/2026**  
**Type of License: Real Estate Firm**  
**History: None**

**Complaint number REC-2025037801(#84), complaint number REC-2025039511 (#85), and complaint number REC-2025039541 (#86) are related and are based on the same allegations.**

The Complainant was a tenant at a property owned by the Respondent's agent. The Respondent is Real Estate Firm. They stated that the agent engaged in multiple violations such as willful negligence, failure to disclose material defects, and repeated violations of their duties as a real estate agent. They stated that the property had a leak in the ceiling of one of the rooms, termite infested trees, pest infestations, collapsing driveways, and others. The issues occurred from 2019 to 2025. After they moved out in February 2025, they learned that agent listed the same property for sale with the Respondent but didn't disclose any of the dangerous history of the home.

The Respondent stated that they were aware of the issues between the agent and the Complainant and their knowledge, the agent's attorney was handling the situation.

Under Tenn. Code Ann § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the agent owned the property, is a licensed broker, and works for the Respondent. The agent met the exemption, and there is nothing to suggest that the Respondent engaged in misleading advertising or is involved with the complaint with their agent. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**86. 2025039541**  
**Opened: 7/22/2025**  
**First Licensed: 5/9/2019**  
**Expires: 5/8/2027**  
**Type of License: Affiliate Broker**  
**History: None**

**Complaint number REC-2025037801(#84), complaint number REC-2025039511 (#85), and complaint number REC-2025039541 (#86) are related and are based on the same allegations.**

The Complainant was a former tenant of a rental property. The Respondent is an Affiliate Broker and represented the Buyer in a real estate transaction. The Complainant stated that on July 1, 2025, they filed a *lis pendens* to put the public on notice that there would be pending litigation related to the subject property. On July 3, 2025, the property sold and it was believed that it was done to circumvent their legal rights and complete a fraudulent transfer. They asserted that the Respondent knew or should have known that the title wasn't clear.

The Respondent stated that they represented the Buyer. The Seller was also the listing agent. Both parties went through the proper title search, inspections, and appraisals. They never received notice of a pending lawsuit and as of the date of the response, July 14, 2025, no lawsuit was filed.

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

Based on the information provided, the Respondent was not aware of the lawsuit nor was there an indication that a lawsuit was filed with the proper court. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**87. 2025049541**  
**Opened: 9/8/2025**  
**First Licensed: 11/2/2020**  
**Expires: 11/1/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant stated that the Respondent told their son that multiple repairs would be made to the property before closing on the property, but nothing was repaired and the conduct was unethical. The complaint alleged that the foundation was supposed to be repaired along with the roof. However, the seller only provided a quote for the work to be completed. The complaint also stated that after closing on the property, the water heater stopped working and it needs to be replaced. They said that the ceiling has a few spots where it's coming up and lifting off the walls or sinking. The buyer spent \$14,000 for down payment and another \$15,000 to make repairs that should have been completed prior to closing.

The Respondent represented the Seller. They stated that the foundation was repaired and there was no misrepresentation. The repair/replacement agreement included two (2) requests. The first was to repair the basement and the second to have termite treatment. The agreement was to repair the rear basement that was cracking. The seller provided an invoice for the repair that was completed. Additionally, the Buyer signed off on the final walkthrough, which indicated that the repair was done to their satisfaction. The roof and the water heater were not part of the repairs that the parties agreed to.

Based on the information provided, it didn't appear as if the Complainant was a party to the transaction, just a concerned parent who believed that the actions of the Respondent were unfair as their son had to spend thousands of dollars on repairs. The Respondent would not be responsible for the repairs. The Buyer signed off on the final inspection and accepted the home's condition. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**88. 2025051181**

**Opened: 9/8/2025**

**First Licensed: 6/24/2014**

**Expires: 8/19/2026**

**Type of License: Principal Broker**

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

The Complainant is the president of a title company. The Respondent is a Principal Broker. The Complainant stated that the Respondent prohibited their agents from conducting business with their title company. The Complainant asked three questions to determine if the Respondent was in violation. It is recommended that the Complainant seek legal counsel to discuss any actions they believe they might have against the Respondent. The complaint alleged that the Respondent's actions were illegal and should not be permitted. The complaint included a screenshot of an e-mail from the Respondent to their affiliates that stated to no longer allowed do business with Complainant's title company.

The Respondent stated that the complaint was without merit, factually inaccurate, and retaliatory in nature. They stated that the Complainant violated multiple rules, including distributing unauthorized commissions directly to affiliates, failure to provide settlement documentation, and actions that place brokerages and affiliates at risk of noncompliance. The Respondent stated that the policy does not prohibit clients from working with the Complainant if it is specifically requested. However, the policy was put in place to help protect clients and their affiliates.

Based on the information provided, the main concern seemed to be whether a title company could pay affiliates directly. The complaint referenced Tenn. Code Ann. § 56-35-127 as the basis of the allegation, but that statute applies to the professional employer organization benefit and welfare plan, which is not part of the Commission's jurisdiction.

The Commission has specific requirements for managing money. The escrow account must have detailed records of the money received, paid, dates withdrawn, etc. Tenn. Comp. R. & Regs. 1260-02-.09 and Tenn. Code Ann. § 62-13-321 provide the specifications, but all money must be accounted for. Principal brokers are responsible for all money that is accepted by them or their affiliate. Here, the policy appears to be enacted to ensure compliance with the rules related to money management. The policy doesn't appear to be based on discriminatory factors such as race, religion, color, sex, or national origin. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**89. 2025050481**  
**Opened: 9/15/2025**  
**First Licensed: 3/16/2016**  
**Expires: 3/15/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**Complaint number REC-2025050481 (#89) and complaint number REC-2025050501 (#90) are related and contain identical allegations.**

The Complainant was a prospective seller in a real estate transaction. The Respondent is an Affiliate Broker and represented the prospective buyer. The complaint stated that the Respondent intentionally misrepresented, misled and deceived them by stating that their client was a potential buyer. The Complainant later found out that the prospective buyer was a real estate appraiser. They stated that the Respondent's client entered the property without their permission. The buyer took measurements, videos, and/or other information for the buyer's purpose or agenda, which was done with no intent to purchase their home.

The Respondent stated that they had a showing confirmed for their client to view the property. They were contacted to give insight about a housing development they had recently sold a home in. The parties had a few discussions, and they wanted to view the property. During the conversations, it was disclosed that the individual was an appraiser and consulted with two other high-profile clients to purchase property within the development. They were interested in viewing three (3) properties. On August 20, 2025, the Respondent went with the clients to visit the property, after they received confirmation. After seeing the properties, the Complainant's agent stated that their client was upset and thought they were trying to break in, which they denied. The Respondent apologized for any miscommunication, but they were under the impression that they were given permission and authorized to view the homes and confirmed with the sellers' agents.

Counsel is unaware of an obligation to inform a party that their client is an appraiser or part of a particular industry, unless there is a personal interest for the Respondent. Based on the information provided, the Respondent fulfilled their duties and scheduled the showing. Counsel finds Complainant's allegations related misrepresentation to be unfounded. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**90. 2025050501**  
**Opened: 9/15/2025**  
**First Licensed: 9/23/2014**  
**Expires: 4/1/2027**  
**Type of License: Principal Broker**  
**History: None**

Complaint number 2025050481 (#89) and complaint number 2025050501 (#90) are related and contain identical allegations.

The Complainant was a prospective seller in a real estate transaction. The Respondent is a Principal Broker and their agent represented the prospective buyer. The complaint stated that the agent intentionally misrepresented, misled and deceived them by stating that their client was a potential buyer. The Complainant later found out that the prospective buyer was a real estate appraiser. They stated that the Respondent's client entered the property without their permission. The buyer took measurements, videos, and/or other information for the buyer's purpose or agenda, which was done with no intent to purchase their home.

The Respondent stated that the agent had a confirmed showing date for their clients to view the property. The agent was contacted to give insight into a housing development they had recently sold a home in. The parties had a few discussions, and they wanted to view the property. During the conversations, it was disclosed that the individual was an appraiser and consulted with two other high-profile clients to purchase property within the development. The clients were interested in viewing three (3) properties. On August 20, 2025, the agent went with the clients to visit the property, after they received confirmation. After seeing the properties, the Complainant's agent stated that their client was upset and thought they were trying to break in, which they denied. The Respondent and their agent apologized for any miscommunication, but they were under the impression that they were given permission and authorized to view the homes and confirmed with the sellers' agents.

Counsel is unaware of an obligation to inform a party that their client is an appraiser or part of a particular industry, unless there is a personal interest for the Respondent. Based on the information provided, the Respondent fulfilled their duties and scheduled the showing. Counsel finds Complainant's allegations related misrepresentation to be unfounded. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**91. 2025051521**  
**Opened: 9/15/2025**  
**First Licensed: 3/15/2019**  
**Expires: 3/14/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a homeowner and prospective seller. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent acted unprofessionally when they entered their property without announcing themselves. The Complainant stated that on August 31, 2025, the Respondent came to the property for a showing. Due to a miscommunication between them and their agent, they thought the showing was scheduled for the next day, so they were not prepared when the Respondent showed up. Their child informed them that someone was at the front door

then they heard the keypad unlocking. They slammed the door in the Respondent's face and said that they needed a few minutes before they were ready to let them in. They had the Respondent wait outside for approximately ten (10) minutes then told the Complainant that their clients were no longer interested in viewing the property and left.

The Respondent stated that they showed up to the property ten (10) minutes early and knocked on the door, with no response. They waited until the scheduled time. They knocked on the door and rang the doorbell and still didn't receive a response. They entered the code to gain access to the property, but it was stopped by the seller who asked why they were there. They explained that they had a showing scheduled. While talking with the seller, the buyers noticed a dog was living there. The clients stated that they preferred a pet free property and they weren't that interested in the property. They had other showings booked and they wanted to see the other places, which is why they left.

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

**Recommendation: Dismiss**

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

**92. 2025051571**  
**Opened: 9/15/2025**  
**First Licensed: 1/29/2018**  
**Expires: 1/28/2026**  
**Type of License: Principal Broker**  
**History: None**

The complaint was filed by an attorney, on behalf of their clients. The Complainant initiated a lawsuit against the Respondent. The Respondent is a Principal Broker and owner of the property in dispute.

The complaint stated that the parties entered a contract. Part of the contract required Owner Financing. The contract was contingent on the Complainant selling their prior residence. After the Complainant closed on their previous home, the Respondent refused to provide the Owner Financing. They stated that the Respondent breached their contractual obligations and failed to deliver a clear and marketable title.

The Respondent stated that they didn't represent any party as an agent or broker. The transaction was done in their individual capacity and they only acted as the owner/seller.

The Complainant's attorney sent communication after they received the response that stated the Complainant wanted to withdraw the complaint.

Based on the information provided, the complaint is about a contract dispute. This is outside the Commission's jurisdiction. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**93. 2025044681**  
**Opened: 9/15/2025**  
**First Licensed: 1/13/2017**  
**Expires: 1/12/2027**  
**Type of License: Real Estate Firm**  
**History: None**

This complaint was administratively opened against the Respondent after they were selected for a routine audit. The Respondent is Real Estate firm. The Commission requested that the Respondent provide all firm accounts related to the principal broker real estate license, the firm's errors and omissions insurance roster, and information related to the Respondent's escrow accounts. The audit period was January 1, 2023, to December 31, 2023. The Respondent failed to provide the information by the requested deadline.

The Respondent stated that they replied to the audit request by August 21, 2025, and apologized for the misunderstanding. They stated that they thought they had seven (7) days to respond from the date that they received the letter, but then received notification that the matter was closed on July 30, 2025. At that time, it was referred to legal. The response included various documents that were requested in the audit.

Counsel reviewed the documents provided. The errors and omissions insurance were for the 2025-2026 period. Counsel noticed that two (2) affiliates were connected to the firm that should be released. The first is an affiliate who is deceased. The Respondent provided a death certificate, but they are still on the roster. The second affiliate is listed as retired, but an E&O insurance policy was provided for them. Both affiliates need to be removed from the roster.

Additionally, the escrow account information was provided, there was an escrow log, the escrow bank statements, and copies of the checks. The escrow log was missing the detailed information for December 2023; however, the deposits matched the check provided. Counsel would encourage the Respondent to keep more detailed accounts for the escrow accounts. For example, the statements didn't mention who the money was paid to or by and the information had to be located by searching three different places.

Based on the information provided, Counsel recommends that the Respondent be issued a Letter of Warning to ensure that the escrow accounts are compliant and to inform the Respondent of the requirement to remove the affiliates who are not engaged in real estate transactions from their roster.

**Recommendation: Issue the Respondent a Letter of Warning to ensure that the escrow accounts are compliant and to inform the Respondent of the requirement to remove the affiliates who are not engaged in real estate transactions from their roster.**

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

**94. 2025050431**  
**Opened: 9/15/2025**  
**First Licensed: 10/29/2020**  
**Expires: 10/28/2026**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant was a tenant and alleged that the Respondent illegally seized the personal property. Although the Respondent had a writ for the building, the personal contents were not included. The complaint alleged that the Respondent and local police violated the judge's order by refusing to give them entry to the property and illegally disposing of it.

The Respondent stated that they were granted an eviction against the Complainant on June 19, 2025. The judge denied the Complainant's appeal to the eviction and a writ of possession was signed on July 24, 2025. At that time, movers were hired to remove the items from the warehouse with the intention of storing them for 30 days, as required by the lease. Following the judge's order the Complainant was granted an opportunity to remove any items they had left behind, and the property was opened for 10 days to allow the complainant to gather their property, under supervision. At no point did they deny the Complainant's request to remove their property. On July 27, 2025, the Respondent discovered that the complainant had unlawfully entered the property over the weekend and barred the doors. The police were called and a report was filed that stated the Complainant unlawfully entered the property.

Based on the information provided, this matter appears to be a landlord/tenant dispute and circuit court was the appropriate venue for this matter. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**95. 2025051241**  
**Opened: 9/15/2025**  
**First Licensed: 3/13/2015**  
**Expires: 3/12/2027**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant was a prospective buyer. The Respondent is a real estate firm. The complaint alleged that the Respondent's agent acted unprofessionally and failed to present their offer to the seller. The Complainant stated that the agent had a past disagreement with their agent was uncooperative and rude.

The Respondent's agent denied the claim that they acted unprofessionally. They stated that all offers were presented to their client. On August 28, 2025, the Complainant's agent reached out to them about their listing. Due to past incidents with the Complainant's agent, they only communicated with them in writing. The next day they sent out a multiple offer notification. The Complainant's agent sent the offer three times. They confirmed via email that the offer had been received.

The Complainant spoke with the seller about all the offers and was advised by their client to let all the booked showings proceed then after the holiday weekend, follow up on the next business day. The response included screenshots of text messages between the parties.

Based on the information provided, there is nothing to indicate that the Respondent failed to present the Complainant's offer to the seller. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**96. 2025051721**  
**Opened: 9/15/2025**  
**First Licensed: 6/6/2016**  
**Expires: 9/30/2026**  
**Type of License: Real Estate Firm**  
**History: None**

The Respondent was a tenant, and the Respondent managed the property. The Complainant stated that this is the second time they tried to rent a property. The property was advertised as move in ready, but they had multiple inspection dates. The complainant alleged that the Respondent misrepresented the availability of the property.

The Respondent stated that throughout the process they maintained open communication and worked diligently to resolve the matter. The Respondent stated that the property failed its initial Section 8 inspection on August 6, 2025. A re-inspection was scheduled for September 16, 2025. The Complainant visited the property on September 3<sup>rd</sup> and 5<sup>th</sup>. At the last visit, the Complainant understood that the delay was due to the local housing authority's timeline. The Complainant agreed to wait on the re-inspection outcome. The Complainant stated that they asked the complaint to be withdrawn. The Respondent stated that they are committed to ensuring a fair and timely resolution and will continue to support the Complainant as the inspection process moves forward.

The Complainant did contact the Commission to withdraw the complaint, but was informed that once filed, the complaint cannot be withdrawn.

Under Tenn. Code Ann § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the Respondent acted as a property manager, is properly licensed as a firm. Therefore, the Respondent meets the exemption. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**97. 2025052901**  
**Opened: 9/15/2025**  
**First Licensed: 4/28/2017**  
**Expires: 4/27/2027**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant was a prospective tenant for a property that the Respondent managed. The Respondent is a Real Estate Firm. On September 3, 2025, viewed and applied for the property. The next day they were told that they were approved and a lease agreement was sent to them via Dotloop. On the morning of September 8, 2025, the agent sent an email stating that the owner accepted another applicant who offered a higher rent and that a different lease had already been signed. Around the same time, they executed the lease agreement via Dotloop. At this point, they acted in reliance on the agent's prior representations that their application was approved and that the lease would be binding upon their signatures. They took material steps such as providing notice that they intended to vacate their previous residence. The Complainant alleged Respondent's agent failed to uphold their professional obligation to act with transparency and in good faith.

The Respondent stated the Complainant applied to rent a property. The owner received multiple offers to rent the property. An unsigned lease was sent to the Complainant making a counteroffer asking to amend the lease, the owner decided to rent to a different applicant.

Under Tenn. Code Ann § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the Respondent acted as a property manager, is properly licensed as a firm. Therefore, the Respondent meets the exemption. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**98. 2025052641**  
**Opened: 9/22/2025**

**First Licensed: 2/18/2016**  
**Expires: 2/17/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**Complainant number REC-2025052641 (#98) and complaint number REC-2025052651 (#99) are related and contain identical allegations.**

The Complainant was a buyer in a real estate transaction. The Respondent is an Affiliate Broker and acted as the listing agent. The Complainant stated they closed on the property September 16, 2024. Soon after closing it rained and their property flooded. Since the property was a new construction, there was no property disclosure form. The complaint alleged that the Respondent and builder knew that the property was the runoff of the street. The Complainant asserted that the Respondent had an obligation to disclose but failed to.

The Respondent stated that at no time during their involvement with the transaction have knowledge of the property being subject to flooding. The Complainant included pictures that were taken during construction. The Respondent stated that those were taken before the final grading and draining work was completed. The property was not located within a FEMA designated floodplain. If the property were within the flood hazard area, it would have been disclosed. Additionally, they were personally family with the surrounding area and lived on the street directly behind this property and never observed flooding on the property or in the immediate area.

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

Based upon all these facts, there is nothing that indicated that the Respondent was aware that the property was subject to flooding. Counsel finds Complainant's allegations related failure to disclose to be unfounded. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**99. 2025052651**  
**Opened: 9/22/2025**  
**First Licensed: 3/17/2020**  
**Expires: 3/16/2026**  
**Type of License: Real Estate Firm**  
**History: None**

**Complainant number REC-2025052641 (#98) and complaint number REC-2025052651 (#99) are related and contain identical allegations.**

The Complainant was a buyer in a real estate transaction. The Respondent is a Real Estate Firm and their affiliate acted as the listing agent. The Complainant stated they closed on the property September 16, 2024. Soon after closing it rained and their property flooded. Since the property was a new construction, there was no property disclosure form. The complaint alleged that the Respondent and builder knew that the property was the runoff of the street. The Complainant asserted that the Respondent had an obligation to disclose but failed to.

The principal broker provided a response and stated that they had no knowledge of any wrongdoing, misconduct, or violation of the rules and regulations by their affiliate or their firm.

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

Based upon all these facts, there is nothing that indicated that the Respondent or their affiliate was aware that the property was subject to flooding. Counsel finds Complainant's allegations related failure to disclose to be unfounded. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**100. 2025053171**  
**Opened: 9/22/2025**  
**First Licensed: 9/28/2005**  
**Expires: 6/17/2026**  
**Type of License: Principal Broker**  
**History: None**

**Complainant number REC-2025053171 (#100) and complaint number REC-2025053201 (#101) are related and contain identical allegations.**

The Complaint is an out of state resident. The Respondent is a Principal Broker. Complainant alleged that Respondent engaged in multiple ethical violations. The Respondent and another agent formed their own firm while still affiliated with the firm. They stated that the conduct violated their fiduciary obligations to the brokerage and prioritized personal business interests over those of their client.

The Respondent stated that since they are independent contractors, they can choose to hang their license anywhere. They stated that they acted in good faith and wanted to provide a company where agents could feel safe, secure, motivated, and prosper.

The complaint mainly focused on ethical violations. These matters would be better suited for the local real estate association. The Complainant stated that they filed a complaint with the grievance committee, but it was dismissed. Here, the Respondent is not prevented from seeking other job opportunities. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**101. 2025053201**  
**Opened: 9/30/2025**  
**First Licensed: 7/22/2015**  
**Expires: 7/21/2027**  
**Type of License: Affiliate Broker**  
**History: None**

**Complainant number REC-2025053171 (#100) and complaint number REC-2025053201 (#101) are related and contain identical allegations.**

The Complaint is an out of state resident. The Respondent is a Principal Broker. Complainant alleged that Respondent engaged in multiple ethical violations. The Respondent and another agent forming their own firm while still affiliated with the firm. They stated that the conduct violated their fiduciary obligations to the brokerage and prioritized personal business interests over those of their client.

The Respondent stated that since they are independent contractors, they can choose to hang their license anywhere. They stated that they acted in good faith and wanted to provide a company where agents could feel safe, secure, motivated, and prosper.

The complaint mainly focused on ethical violations. These matters would be better suited for the local real estate association. The Complainant stated that they filed a complaint with the grievance committee, but it was dismissed. Here, the Respondent is not prevented from seeking other job opportunities. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**102. 2025053631**  
**Opened: 9/22/2025**  
**First Licensed: 8/25/2020**  
**Expires: 8/24/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a homeowner. The Respondent was hired to manage the Complainant property. On August 12, 2025, they terminated the property management agreement with the Respondent due to professional negligence, breach of contract, and misrepresentations. The Respondent placed a tenant in the property that had a previous eviction but failed to disclose it.

They also stated that the Respondent failed to properly oversee the condition of the property and as a result, the property had over \$20,000 worth of damage.

The Respondent stated that the tenant in question ultimately had to be evicted due to repeated non-payment of rent, harassment of neighbors, and other disruptive behavior. The eviction followed all proper legal procedures. Before placement, the tenant's background check returned clean. The Respondent stated that it is possible the tenant applied before any prior judgment was recorded, and there was no prior knowledge of previous evictions or issues. The owner has been provided with full documentation including leases/management agreement/invoices/ledger via Dropbox, as confirmed in email communications. Keys were mailed to the client and provided address via USPS. While they regret the tenant's behavior, it could not have been foreseen or controlled.

Under Tenn. Code Ann. § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the Respondent acted as a property manager, worked for a licensed firm. Therefore, the Respondent meets the exemption. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**103. 2025053271**  
**Opened: 9/22/2025**  
**First Licensed: 5/25/2010**  
**Expires: 5/24/2026**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant is an out of state resident. The Respondent is a Real Estate Firm. The Complainant hired the Respondent to manage a rental building they own. They stated that the management was horrible and cost them a lot of money and distress. On June 6, 2025, they notified the Respondent that they would transfer the property to a different management company. They stated that the Respondent failed to transfer the security deposits for over three (3) months. They stated that the Respondent deducted their operating expenses from the security deposits and did not transfer over to the new company. They stated that the Respondent did not work in their best interest as the management company.

The Respondent stated that the Complainant had an outstanding balance at the time the management agreement was terminated. A short delay occurred as they waited for the Complainant's wish to reimburse the tenants directly for the deposits, or remit funds to the firm so that they could return the deposits in compliance with Tenn. Code Ann. § 66-28-301. The

Complainant was contacted by email was asked how they wanted to resolve the outstanding balance.

Under Tenn. Code Ann. § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the Respondent acted as a property manager, as a licensed firm. Therefore, the Respondent meets the exemption. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**104. 2025053541**  
**Opened: 9/22/2025**  
**First Licensed: 9/28/2016**  
**Expires: 9/27/2026**  
**Type of License: Affiliate Broker (Retired)**  
**History: 2017 Consent Order for advertising violation**

The Complainant is a Tennessee resident. The complaint stated that the Respondent made "absolutely disgusting comments about the assassination of Charlie Kirk." They stated that the comments should not be tolerated.

The Respondent is an Affiliate Broker. The Respondent stated that they have a good record and don't want to do anything that would put their career at risk. They stated since making the comment they have received numerous hate message, text messages and voicemails that have wished them death.

Based on the information provided, the complaint is not based on a real estate transaction or related to their actions as a real estate professional. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**105. 2025054571**  
**Opened: 9/30/2025**  
**First Licensed: 2/12/1996**  
**Expires: 1/19/2027**  
**Type of License: Principal Broker**

**History: 2013 Consent Order for allegation of accepting commission from a person other than the principal broker**

The Complainant was a buyer in a real estate transaction. The Respondent is a Principal Broker. The Complainant alleged that the Respondent was “emotional and of a bad temper throughout the few months” but it went from merely being emotion and having a bad temper to being unethical. They stated that the Respondent asked them to sign an agreement to pay their commission that was not covered by the seller and they refused. They stated at closing, the Respondent added the commission fee back.

The Respondent stated they reminded the Complainant that they would be responsible for their commission if the seller didn't pay the entire 3%. The agreement was already signed, and it was made very clear to the Title Company after they reviewed the closing documents, to email them to the Complainant so they had plenty of "days, not hours" to review. The Complainant didn't speak with them or state there was an issue.

Based on the information provided, the Complainant signed an agreement that required them to pay the Respondent's commission of 3%. The agreement was signed on August 6, 2025. The email sent by the Complainant on August 24, 2025, did not negate the binding agreement. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**106. 2025055141**

**Opened: 9/30/2025**

**First Licensed: 12/4/2020**

**Expires:12/3/2026**

**Type of License: Affiliate Broker**

**History: 2022 Agreed Citation for advertising violation**

The Complainant is a real estate professional. The Respondent is an Affiliate Broker. On September 17, 2025, the Complainant stated that the Respondent contacted their client who they have a signed listing agreement with to ask them to do some marketing for them by shooting a real estate video to promote a property.

The Respondent stated that they didn't try to take over the Complainant's listing. They saw the seller's posts, and they complimented the marketing skills. They stated that they would like to talk to the seller about them possibly helping them with social media content for their listings. They stated that they take their ethical obligations seriously and didn't mean to make it appear that they were overstepping or trying to poach a client.

Tenn. Code Ann. § 62-13-604 states, in relevant part, that it is unlawful for a real estate licensee, a relocation firm or a firm with a corporate relocation policy or benefits, or anyone on behalf of

any such licensee or firm, to counsel a client of another real estate licensee on how to terminate or amend an existing agency contract.

Based on the information provided, there was nothing to suggest that the Respondent took actions to terminate their existing contract with the Complainant. The complaint mainly focused on ethical violations. These matters would be better suited for the local real estate association.

**Recommendation: Dismiss.**

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

**107. 2025055681**

**Opened: 9/30/2025**

**First Licensed: 9/12/2003**

**Expires: 3/4/2026**

**Type of License: Real Estate Broker**

**History: None**

The Complainant is a real estate professional. The Respondent is Real Estate Broker. The Complainant stated that they were under contract for Property 1, which was the Respondent's listing. The Complainant's deal was contingent on Property 2 selling so they could purchase Property 1. The Complainant originally represented the buyers, but when they terminated the buyer's agreement with them, the Respondent became the new agent. They stated that they didn't know the buyers until the Complainant introduced them. The Complainant alleged that the Respondent promised to give them a 25% referral fee. When the Respondent listed the property, they sent a referral agreement for the properties (25% for each property) but refused to pay.

The Respondent stated that there was no contingency in place. The Respondent stated that they scheduled photos to be taken. When the photograph was given the address, they stated that they took the pictures for the listing. The photographer stated that they owned the pictures and in cases where the agent changes, the policy is to charge the second agent \$100.00 and send \$50 to the first agent. The photographer stated that they would pay the Complainant the entire \$100.00. After listing the property, they intended to pay a referral fee to help with money lost from the deal falling through. However, the Complainant demanded that the photographs be taken down and threatened to file a complaint. They stated that they acted in good faith and takes ethical violations seriously.

Based on the information provided, there was no sub-agency relationship, contractual referral fee relationship, or contractual cooperative brokerage relationship. Under Tenn. Code Ann. §62-13-602, one or more of those conditions are needed to determine if there was reasonable cause for an agent to expect a referral fee. As none of the conditions apply, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**108. 2025053161**  
**Opened: 9/30/2025**  
**First Licensed: 1/25/2023**  
**Expires: 1/24/2027**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant was a former tenant of a rental property that was managed by the Respondent. The Respondent is a Real Estate Firm.

Complainant alleged that the Respondent failed to return their \$300.00 security deposit and improperly placed them in collections. The Complainant stated that they were charged additional fees after moving out. They disputed the charges and requested itemized deductions for the alleged damage.

The Respondent's attorney submitted a response on their behalf. The Respondent stated that the Complainant didn't receive their security deposit because the damage exceeded the security deposit amount, so nothing was due. They stated that they provided an itemized list of the damage. All actions were consistent with Tennessee's landlord and tenant laws.

Under Tenn. Code Ann. § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based on the information provided, the Respondent acted as a property manager, as a licensed firm. Therefore, the Respondent meets the exemption. Additionally, the complaint is a landlord/tenant dispute. The Commission doesn't have jurisdiction over this matter. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**109. 2025052301**  
**Opened: 10/6/2025**  
**First Licensed: 11/16/2023**  
**Expires: 11/15/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a real estate professional. The Respondent is an Affiliate Broker. On August 23, 2025, the Complainant's client visited the Respondent's open house. The Respondent asked if they were represented, the client said "yes." Even though the Respondent knew they were represented, they handed the clients a business card and stated that they could contact them if it didn't work out. A letter was also sent to the client's home and encouraged them to consider the

Respondent as a backup. The Respondent followed up after the open house with an email and asked if the clients had any “must haves” for their home search. The Complainant alleged that the Respondent violated the code of ethics.

The Respondent stated that they gave the client their business card after they learned that they were very interested in the property. They stated that they entered all the information from the feedback forms from the open house. An automated email was sent, but each email included a link to unsubscribe. It is also their routine to send handwritten letters to all individuals who attend their open houses. On August 31, 2025, and September 5, 2025, automated emails were sent to the attendees of the open house. The next day, the complaint was filed against them, and they promptly removed the clients from the email list.

Tenn. Code Ann. § 62-13-604 states, in relevant part, that it is unlawful for a real estate licensee, a relocation firm or a firm with a corporate relocation policy or benefits, or anyone on behalf of any such licensee or firm, to counsel a client of another real estate licensee on how to terminate or amend an existing agency contract.

Based on the information provided, there was nothing to suggest that the Respondent took any action to terminate their existing contract with the Complainant. The complaint mainly focused on ethical violations. These matters would be better suited for the local real estate association. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**110. 2025053651**  
**Opened: 10/6/2025**  
**First Licensed: 2/7/2014**  
**Expires: 2/6/2028**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a homeowner and seller in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent acted unethically when they reached out to disclose that the old septic tank was a biohazard because the cover was broken and still had waste in it. They stated that the comment was unsolicited and made knowing that they would have to disclose that to potential buyers and would cost them additional money.

The Respondent represented the buyer and stated that the parties were under contract for the property. During the inspection, it became known that there was a crushed and exposed septic tank on the property and that fumes from that tank were intruding into the property. The Respondent stated that they are not an expert, but believed that created a potential, immediate health risk for their client. From their general research, gases that typically come from septic tanks are toxic, can create health hazards, and even be an explosive hazard. They stated that it wasn’t their intention to create future issues for Ms. Melton but to prevent them. Ultimately, the seller refused to make

the requested repairs, so the buyer terminated the transaction. The Respondent denied that disclosing the septic biohazard was unsolicited, unprofessional, inappropriate, or not in good faith.

Based on the information provided, the Respondent had a duty to their client to advise them in matters related to the transaction. A potentially hazardous condition would be in the best interest of their client. Therefore, Counsel finds Complainant's allegations related to unprofessional behavior to be unfounded. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**111. 2025054081**  
**Opened: 10/6/2025**  
**First Licensed: 4/2/2009**  
**Expires: 4/25/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**Complaint number REC-202054081 (#111) and complaint number REC-2025056801 (#112) are related and contain similar allegations.**

The Complainant is a real estate professional. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent engaged in ongoing harassing behavior towards everyone in their firm.

The Respondent stated that since the complaint didn't include any specific information or documentation, they could only assume the complaint was based on a property that the Respondent has an easement. The Complainant had a listing with the property that neighbored the property. An attorney contacted them to see if they could come to an agreement to address the ingress and egress for the easement. The Respondent stated that the matter should be addressed between them, as a homeowner and the potential buyer. They stated that if the Complainant was aware of the easement there would be a duty to disclose that to their client.

Due to the lack of information/allegations in the complaint and the fact that the complaint is not related to a real estate transaction where the Respondent acted as an agent for either party and simply acted in their individual capacity, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**112. 2025056801**  
**Opened: 11/18/2025**  
**First Licensed: 4/2/2009**  
**Expires: 4/25/26**

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

**Complaint number REC-202054081 (#111) and complaint number REC-2025056801 (#112) are related and contain similar allegations.**

The Complainant was the seller in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent engaged intentionally interfered with the sale of their property because they had an issue with their agent. The Complainant stated that they listed their property for sale in May 2025. On August 7, 2025, the noticed circles painted on the property line. On September 4, 2025, they went under contract. The Respondent stated that they would put up a fence.

The Respondent stated the Complainant discovered an easement. The Complainant owned the neighboring property. An attorney contacted them to see if they could come to an agreement to address the ingress and egress for the easement. The Respondent stated that the matter should be addressed between them, as a homeowner and the potential buyer. They stated that if the Complainant was aware of the easement there would be a duty to disclose.

Here, the Respondent acted in their individual capacity as a homeowner. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**113. 2025054171**  
**Opened: 10/6/2025**  
**First Licensed: 8/23/2000**  
**Expires: 3/14/2027**  
**Type of License: Principal Broker**  
**History: None**

The Complainant is a Tennessee resident and a member of the homeowner's association (HOA). The Respondent is a Principal Broker. The Complainant alleged that Respondent engaged in harassing behaviors via email and phone. The Respondent was asked not to contact them anymore.

The Respondent denied the allegations in the complaint. They stated that all their communication is related to the alleged violations that were assessed by the HOA.

Counsel reviewed the documents provided by both parties. Based on the information provided, the Respondent was fined for various violations, and they requested additional information from the Complainant since they represented the HOA. This matter appears to be a personal matter and was not related to a real estate transaction where the Respondent was acting as a real estate professional. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**114. 2025055241**  
**Opened: 10/6/2025**  
**First Licensed: 12/2/2020**  
**Expires: 12/1/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a real estate professional. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent received a commission of \$1,300.00. The complaint stated that the Respondent failed to disclose their fees for finding a tenant. They also made promises to ensure the tenant they select would pay rent on time. However, the tenant they found hasn't paid rent on time since they moved into the property in April.

The Respondent stated that they spoke with the Complainant and they wanted to withdraw the complaint and filed it by mistake.

The Complainant did contact the Commission to request that the matter be withdrawn. However, complaints can't be withdrawn once they are filed. Based on the information provided, the matter is a contract dispute and/or a dispute related to whether the Respondent is entitled to the referral fee. The Commission doesn't have jurisdiction over these matters. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**115. 2025054341**  
**Opened: 10/6/2025**  
**First Licensed: 9/9/2011**  
**Expires: 9/8/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant stated that they were a guarantor on a lease for a property where their son was a tenant. The Respondent is Real Estate Firm and managed the property. The Complainant stated that the tenant vacated the property on July 18, 2025. The lease officially ended on July 26, 2025. The final inspection was conducted on July 30, 2025. After vacating, the Respondent attempted to withhold \$50.00 for unreturned keys and \$5.00 for a burnt light bulb. The key charge was later removed after documentation proved all keys were returned. The light bulb charge remains, even though all bulbs were functional at move-out and are generally considered normal wear and tear under Tennessee law. The complaint alleged that the Respondent failed to provide the tenant with

written notice of their right to be present at the final inspection. The inspection occurred after both the vacate date and lease end date, on July 30, 2025.

The Respondent stated that by the time the matter was reviewed, the final statement will have been sent to the tenant and an agreement on the refund will have been reached and the refund issued. They stated that they are only required to inspect the unit within 30 days from the tenant vacating the unit or before the next tenant moves into the unit, whichever is less. The Respondent intended to provide a final statement by September 26, 2025. At which time the Respondent would have 60 days to agree or dispute the final statement. If the tenant agreed, the balance of the deposit would be returned to them within seven (7) days. If the tenant didn't, they would attempt to resolve the disagreement.

Based on the information provided, the complaint is a landlord/tenant dispute. The Commission doesn't have jurisdiction over this matter. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**116. 2025053531**

**Opened: 10/6/2025**

**First Licensed: 12/14/2015**

**Expires: 12/13/2025 (Expired-Grace)**

**Type of License: Vacation Lodging Service Firm**

**History: None**

The Complainant is an out of state resident. The Respondent is a Vacation Lodging Service Firm. The Complainant stated that the Respondent had them ship and door and give a deposit for a job and has since been avoiding them. They stated that they discovered that the Respondent has many issues with mostly, if not all, "out of state" cabin owners. The complaint alleged that the Respondent was engaged in unlicensed activity or running an illegal property management company.

The Respondent stated they had never heard of the Complainant until they received the complaint. They stated that the Complainant posted several things on social media that accused the Respondent of various criminal acts and other wrongdoings such as avoiding all phone calls. They stated that they received any phone calls, voicemails, emails, or any other correspondence from the Complainant. As far as they were not aware of any other complaints of this nature. They denied stealing any money from the Complainant and the firm doesn't have a record of any payments to or from the Complainant.

Based on the information provided, at the time of the complaint the Respondent was licensed and not engaged in unlicensed activities. The complaint didn't provide documentation related to the door that was sent to the Respondent or money sent. Due to the lack of information, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**117. 2025056321**  
**Opened: 10/13/2025**  
**First Licensed: 7/27/2016**  
**Expires: 7/26/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant was a tenant at a property that was managed by the Respondent. The Respondent is an Affiliate Broker and acted as the property manager. On May 9, 2024, they stated that they had a work order for a roof leak. On July 1, 2024, the Respondent sent a lease renewal. The Respondent initially voided their lease. When the Respondent finally contacted them, the two (2) months behind in rent. The Respondent was supposed to be working on adjusting the charges. The landlord gave them time to catch up on the rent but in November 2025, they received an eviction notice.

The Respondent stated from April 5, 2024, the Complainant was not current on rent. Additionally, they don't offer renewals to tenants in arrears. The owner, against their advice, gave the Complainant over six (6) months to get caught up on rent. On October 21, 2024, the owner agreed to the eviction. On November 27, 2024, the Complainant was notified that they would start the eviction process. The Complainant was only charged for holes in the walls and doors.

Based on the information provided, this matter appears to be a landlord/tenant dispute and circuit court was the appropriate venue for this matter. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**118. 2025057071**  
**Opened: 10/13/2025**  
**First Licensed: 1/15/2013**  
**Expires: 1/14/2027**  
**Type of License: Principal Broker**  
**History: None**

The Complainant is a Tennessee resident and seller in a real estate transaction. The Respondent is a Principal Broker. The Complainant alleged that the Respondent engaged in predatory conduct, misrepresentation, and intimidation. The Complainant stated that the Respondent's sone represented them as their agent. The Respondent added an additional 3% in closing assistance without their agreement. They stated that the Respondent failed to correct the mistake.

The Respondent stated that the Complainant voluntarily signed a contract and wanted to cancel, but the buyer refused to cancel. The Respondent denied the allegations in the complaint.

Counsel reviewed the documents. The stipulation was included in the purchase and sale agreement. The Complainant signed the agreement on August 11, 2025. The complaint mentioned that the mistake was noticed on August 22, 2025, which was after the initial agreement was signed.

Based on the information provided, the matter is a contract dispute. The Commission does not have jurisdiction on this matter. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**119. 2025058031**

**Opened: 10/13/2025**

**First Licensed: 5/13/1993**

**Expires: 12/8/2026**

**Type of License: Principal Broker**

**History: 2024 Letter of Warning regarding duty to exercise reasonable skill and care to all parties to the transaction**

The Complainant is a Tennessee resident and seller in a real estate transaction. The Respondent is a Principal Broker. The Complainant stated that they paid \$3,000.00 for the earnest money. The Complainant stated that they felt pressured them to provide an additional \$7,000.00 in earnest money to "appease the sellers." They received a call from their agent who told them that they couldn't close because the survey wasn't done. They told the Respondent that they wouldn't go forward without the survey. Once the contract expired, the Respondent tried to keep the earnest money.

The response consisted of various documents related to the transaction. One of the documents was the mutual release agreement. The Complainant signed on or around June 18, 2025. The seller signed the next day, and money was returned to the Complainant three days later, as stated in the contract.

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

**Recommendation: Dismiss.**

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

**120. 2025058231**

**Opened: 10/13/2025**

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

**Expires: 10/5/2026**

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

An anonymous complaint was filed against the Respondent for not recommending a home inspection on the property. One month after closing, the house had plumbing issues, which caused a leak. They complain also alleged that the Respondent gave money to someone to cosign a loan.

The Respondent stated that the same complaint was filed against them on October 7, 2025. They stated that they don't know how to prevent fraudulent claims from being filed against them.

The complaint had no information that could be used to identify any violation. It should be noted that this Respondent has had multiple anonymous complaints filed against them with vague/nonexistent allegations in the complaint. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**121. 2025058121**  
**Opened: 10/21/2025**  
**First Licensed: 4/12/2021**  
**Expires: 9/8/2027**  
**Type of License: Real Estate Broker**  
**History: None**

The Complainant was the seller in a real estate transaction. The Respondent is a Real Estate Broker. The complaint stated that the parties went under contract with a purchase price of \$669,900. However, the appraisal came back at \$590,000. The Complainant alleged that the Respondent interfered with the appraisal price in order to reduce the price. They asserted that the Respondent engaged in mortgage fraud.

The Respondent was the listing agent in the transaction. They stated that after the initial appraisal, the Complainant ordered a private appraisal. The letter came in at \$650,000. The buyers expressed concern via their agent about their financial position and temporary housing. They shared the contact information for a local lender as a resource. They stated that at no point did they communicate directly with the buyer. The Complainant decided to terminate the contract under their appraisal contingency. The parties re-entered into a new purchase agreement for \$650,000. They stated that they were transparent throughout the entire transaction.

Based on the information provided, the Complainant may have been confused about the appraisal process. The appraiser wasn't chosen by the Respondent, and there was nothing to indicate that they were involved in the initial appraised value. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**122. 2025060041**  
**Opened: 10/21/2025**  
**First Licensed: 6/30/2021**  
**Expires: 6/29/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant was a prospective buyer. The Respondent is an Affiliate Broker. On October 9, 2025, the Complainant contact the Respondent about a property that was listed. They spoke with the Respondent who stated that the asking price was \$650,000. They stated that they thought the property was worth \$450,000. They stated that the asking price was too high and no one would consider it. They stated that amount was unethical.

The Respondent stated the Complainant was referred to by an individual who helps field general inquiries for the development community. During the conversation with the Complainant, they discussed one lot. They provided an estimate for what they believed the price would be based on comparable values within the community.

Based on the information provided, the Respondent provided an estimated value for the particular property that the Complainant was interested in. It does not appear that it was binding nor was the Complainant required to make an offer if they thought the Respondent's valuation was too high. Counsel recommended that this matter be dismissed.

**Recommendation: Dismiss.**

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

**123. 2025058741**  
**Opened: 10/21/2025**  
**First Licensed: 8/28/2023**  
**Expires: 8/27/2027**  
**Type of License: Real Estate Firm**  
**History: None**

An anonymous complaint was filed against the Respondent and alleged that the Respondent engaged in misleading advertising because it omitted conditions, restrictions, and limitations. The advertisement was for a buy-back program that guaranteed sales and savings. The Complainant stated that they were unable to upload the photos that they saw, but the advertisement contained the following language

“We guarantee the sale of your home or we will buy it! This property comes with \$22, 000+ in savings, guaranteed! We offer a stress free move that can happen immediately. If you are not completely satisfied with your investment at 24 months,

we'll buy it back or sell it absolutely free-no questions asked. That's a \$16, 000+ value to our VIP buyers! We can even buy your current home so you can move in right away, so you don't get stuck owning two homes. Contact us today for a complimentary consultation and to get started. This home won't last long, so schedule your showing now to see everything this one has to offer. Contact us today to get more information about this exclusive offer! Our properties include a 12-month limited home warranty (\$660) value, \$2, 500 lender credit for qualifying buyers using our preferred lender, Free appraisal for qualifying buyers using our preferred lender, \$300 title attorney credit, and \$100 home inspection credit with our preferred vendor for our VIP buyers.”

The Respondent stated the anonymous complaint didn't provide the details or conditions of the guarantee. The advertisement included conditions specifically the disclosure that “Seller and Agent must agree upon price and possession date.” This was present in the advertisement to ensure prospective consumers understood that the program was not unconditional and was subject to mutual agreement.

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

**Recommendation: Dismiss.**

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

**124. 2025060841**  
**Opened: 10/21/2025**  
**First Licensed: 5/8/2003**  
**Expires: 7/25/2026**  
**Type of License: Real Estate Firm**  
**History: None**

The complaint was administratively opened against the Respondent after it was discovered that the principal broker's license expired in 2024. This left the firm with an active license without a principal broker to manage it.

The Respondent stated they close their office in August 2024 and no longer has a Tennessee license or an office.

Counsel reviewed the Respondent's account on CORE. The firm's license expires on July 25, 2026. The principal broker is the only individual associated with the firm.

Based on the information provided, the Respondent no longer resides in Tennessee or operates the firm. Therefore, Counsel recommends that the Commission administratively close the firm and flag the Respondent to ensure that the Commission is alerted if the Respondent engaged in unlicensed activity.

**Recommendation: Administratively close the Respondent (firm) and flag the Respondent's Principal Broker to ensure that the Commission is alerted if the Respondent engaged in unlicensed activity.**

**Commission Decision:**

**125. 2025061601**  
**Opened: 10/27/2025**  
**First Licensed: 1/28/2008**  
**Expires: 6/9/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a real estate professional. The Respondent is an Affiliate Broker. The complaint stated that the Respondent acted unprofessionally when they spoke with the seller directly when they were represented. The Respondent sent an offer for the property. The Respondent was representing themselves on the transaction. The Complainant stated that they tried to determine where the money (cash) was coming for the purchase of the home but could never get a straight answer. They stated that the offer expired.

The Respondent stated the complaint was wrongfully filed against them. They stated that they found a new home under construction back in September. There was no sign in the yard, so they went to the door and were welcomed by the builder. They exchanged cards and a week later the builder called. They stated that they wanted to buy the property. The builder then told them to contact the Complainant since they were the listing agent. They submitted an offer on September 15, 2025. However, the offer was not accepted because the builder didn't want to accept an offer contingent on the sale of their home.

Based on the information provided, the Respondent didn't know that the Complainant was the listing agent until they decided to submit an offer. Therefore, Counsel recommends that the matter be dismissed.

**Recommendation: Dismiss.**

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

**126. 2025061911**  
**Opened: 10/27/2025**  
**First Licensed: 10/3/2006**  
**Expires: 11/15/2026**  
**Type of License: Principal Broker**  
**History: None**

The Complaint was a potential buyer. The Respondent is a Principal Broker. The Respondent owned a commercial property that the Complainant was interested in purchasing. The Complainant stated that the property was priced at \$300,000. They offered \$275,000. They were told via

messenger that the Respondent accepted the offer. Later they were told that the property had another owner. They stated that the entire interaction was unprofessional.

The Respondent stated that the property wasn't listed for sale. The Complainant asked if they'd be interested in selling the property. The Complainant initially offered \$250,000. They stated that they wouldn't consider that price. The Complainant then increased the offer to \$275,000. They stated that the amount might be worth considering. They told the Complainant that they would consider selling for \$300,000 but it was said that it was above the Complainant's budget. The parties exchanged a few messages, and they stated that the offer would need to be signed by the Complainant first then to their co-owner and them. The co-owner didn't want to accept the offer. The Complainant later called the Respondent and stated that they were withdrawing the offer. They stated that when they first discussed the terms, the co-owner was listed so it shouldn't be a surprise.

Based on the information provided, the Respondent was acting in their individual capacity as a property owner. The parties didn't have a binding agreement. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**127. 2025062051**

**Opened: 10/27/2025**

**First Licensed: 3/5/2021**

**Expires: 3/4/2027**

**Type of License: Affiliate Broker**

**History: None**

The Complainant was a buyer in a real estate transaction. The Respondent is an Affiliate Broker and acted as the seller. The Complainant stated when they purchased the property they relied heavily on the professionals since they were a first-time homebuyer. After moving in, they discovered that there were issues with the home's structure, square footage, and no HVAC lines connected to the upstairs area. They stated that the issue with the HVAC should have been disclosed during the inspection. The appraisal should have reported the proper square footage.

The Respondent stated that the inspection report noted that HVAC was not connected and not functional. They stated that before they listed the property, a different agent had 2,170 as the square footage. When they listed it, they stated the square footage was 1,650 square feet. They stated prior to selling, they hadn't lived on the property for over five years. They stated that it was the Complainant's duty to perform all necessary inspections.

Based on the information provided, the home inspection occurred May 2023. The parties closed June 2023. The Respondent seemed to have the least involvement out of all the individuals mentioned in the complaint. Due to the fact that the Complainant acted as the seller and listing agent and would only be required to disclose the issue with the HVAC if they were aware of it.

Additionally, the complaint exceeds the statute of limitations, as established in Tenn. Code Ann. § 62-13-313(e). Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**128. 2025053411**

**Opened: 10/27/2025**

**First Licensed: 3/10/1994**

**Expires: 12/10/2026**

**Type of License: Real Estate Firm**

**History: 2017 Consent Order for failure to respond to a complaint**

This matter was administratively opened against the Respondent after they were selected for a routine audit. The documentation indicated commingling of the funds from the operating funds and escrow account.

The Respondent stated that the findings from the auditor stated that no violations were found. In order to show good faith and effort to clarify details, the Respondent contacted the bank. The charges cited in the complaint didn't represent payments or operating funds. Rather, it reflected the merchant service fees associated with credit card transactions.

The Complaint provided over 400 pages of financial records Counsel reviewed a portion of the records, focusing specifically on the deposits and withdrawals. The numbers appear to be accounted for. According to the Respondent, the bank confirmed that the fees can't be charged to a separate account unless it is a chargeback or refund.

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

**Recommendation: Dismiss.**

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

**129. 2025058241**

**Opened: 10/27/2025**

**First Licensed: 11/5/1990**

**Expires: 9/7/2026**

**Type of License: Real Estate Firm**

**History: None**

The Complainant was a tenant. The Respondent's agent was the listing agent. The owner decided to list the property. According to the lease, they had to give the owner access to the home if it was required. However, they didn't know that the owner would use the lease to access the home, take pictures to use for staged photos for the MLS listing. The Complainant stated that they didn't consent to having their personal belongings inside, guns, pictures of their family and friends,

important and valuable belongings throughout the home and of all our contents being used across the internet. When they moved out, they purchased a new home, and the owner changed firms and the pictures that included their personal property were included again.

The Respondent stated that their agent acted as the listing agent. The owner directed them to use the old photographs as they had permission from the photographer. When the agent became aware of the Complainant's issue, they went to the property and took pictures of the vacant property. Based on the information provided, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**130. 2025058771**  
**Opened: 10/27/2025**  
**First Licensed: 9/28/2015**  
**Expires: 9/27/2027**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant stated that Respondent charged them fees for marketing their home, but the fees weren't disclosed prior to terminating the listing agreement. The Respondent charge \$75 an hour for an open house.

The Respondent stated that the parties had a listing agreement for four (4) months. Halfway through the agreement period, the Complainant asked to terminate the agreement. They agreed to the early termination and allowed the Complainant to keep the pictures they took in exchange for \$525 for the fees. The Complainant agreed to that offer and has been resolved.

Based on the information provided, the dispute about the termination fee would be outside of the Commission's jurisdiction. Furthermore, the parties resolved the matter. Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**131. 2025058531**  
**Opened: 10/27/2025**  
**Unlicensed**  
**History: None**

The Complainant stated that the Respondent's tenant moved in on September 30, 2025. Since then, there were many cars in and out of the property constantly and many parked in the side yard, driveway, and back yard and street. The constant movement, large group of people, and loud noises from music, power tools, pressure washers, etc. The Complainant stated that they attempted to

reach out to the Respondent via email and phone call but has been ignored. The complaint alleged that there have been many noise complaints against the tenant and a police report was filed.

The Respondent's attorney submitted a response on their behalf. The Respondent stated that the allegations weren't substantiated. They also stated that this matter is outside of the Commission's jurisdiction.

Under Tenn. Code Ann. § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based upon all these facts, the Respondent is unlicensed, doesn't own the property, or work for a broker so the exemption doesn't apply. Counsel recommends that this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activities, 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 activities, in violation of Tenn. Code Ann. § 62-13-301.**

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

**132. 2025057631**

**Opened: 10/21/2025**

**First Licensed: 4/1/2016**

**Expires: 3/31/2026**

**Type of License: Vacation Lodging Service Firm**

**History: 2020 Consent Order for advertising violations**

The Complainant is a Tennessee resident and owns multiple vacation rentals, which were managed by the Respondent. The complaint stated that the Respondent wanted to block off their booking/reservation channels beginning on the last day of their respective management agreements. Which simply means they don't accept reservations after the agreement end date(s). They also stated that the Respondent wanted to create their own OTA (outside travel agency) listings like Airbnb, VRBO and others, to start marketing and booking these properties once the management agreements the Respondent has with the Complainant is terminated.

The Respondent stated that the OTAs have specific rules about multiple listings for the same property and don't allow it. They stated that their OTA listings are live and will remain so pursuant to the terms of our management agreement. They stated they will continue to accept bookings for the properties from these booking channels until the last day of the mutually executed management agreement ends. They stated that they will not remove our live listings until the end of our contract dates.

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

**Recommendation: Dismiss.**

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

**133. 2025059971**  
**Opened: 11/10/2025**  
**First Licensed: 8/23/2000**  
**Expires: 8/11/2026**  
**Type of License: Principal Broker**  
**History: None**

The Complainant filed this complaint against the Respondent for failing to disclose known material facts. The Complainant stated that they are in current litigation related to access rights and maintenance responsibilities for the private road. The Complainant stated that they contacted the Respondent to inform them of the issues.

The Respondent provided copies of their emails between the parties. After being notified of the potential easement issue, the Respondent stated that the property had over 400 feet of public county road which wouldn't require access to private roads so it wouldn't need to be disclosed.

Based on the information provided, the Complainant was not a party to the transaction and was just a neighbor who felt that the easement near their property needed to be disclosed. The documents provided indicated that the Respondent has a duty to disclose as the property could be accessed in other ways, not limited to the Complainant's private road. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**134. 2025058141**  
**Opened: 11/18/2025**  
**Unlicensed**  
**History: None**

The Complainant filed against the Respondent and alleged unlicensed activity. The complaint stated that the Respondent negotiated between landlords and tenants, collects rent, and acted as a property management. The complaint included screenshots of the Respondent's posts on social media. The Respondent didn't provide a response.

Under Tenn. Code Ann. § 62-13-104(a)(1)(E), the rules don't apply to a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property.

Based upon all these facts, the Respondent is unlicensed, doesn't own the property, or work for a broker so the exemption doesn't apply. Counsel recommends that this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activities, 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 activities, in violation of Tenn. Code Ann. § 62-13-301.**

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

**135. 2025060771**  
**Opened: 11/18/2025**  
**First Licensed: 2/13/1995**  
**Expires: 3/24/2026**  
**Type of License: Principal Broker**  
**History: None**

**This complaint is related to complaint number 2025010261, which was presented during a previous legal report.** This complaint was administratively opened against the Respondent.

The Complainant is a Tennessee resident and prospective buyer in a real estate transaction. The Respondent is a Principal Broker and their affiliate acted as the listing agent. The Complainant was interested in a property that was listed by the Respondent and their firm. After going back and forth between the parties, the Complainant decided to send a letter of intent to purchase the property. After numerous revisions, the parties failed to agree on the terms to include in the letter of intent. The affiliate and the firm re-listed the property and subsequently filed a lawsuit to stop the future sale. During the lawsuit, the Complainant discovered that the Respondent's license expired on October 2, 2024. The Complainant alleged that the Respondent engaged in unlicensed activity and failed to disclose a familial connection without disclosing it.

The Respondent stated that they were unaware that their affiliate's license expired. They stated that after receiving the complaint, the affiliate took action to renew their license. They also stated that affiliate verbally disclosed their personal connection to the seller but since the parties didn't enter a binding agreement, they didn't provide a written disclosure.

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

Based upon all these facts, Counsel recommends this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) 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 voted to accept counsel's recommendation.**

**136. 2025052811**  
**Opened: 9/30/2025**  
**First Licensed: 9/11/2025**  
**Expires: 9/10/2027**  
**Type of License: Affiliate Broker**  
**History: None**

An anonymous complaint was filed against the Respondent. The complaint stated that the Respondent claimed to be a licensed agent with a local firm and advertised as such. The Complainant stated that the Respondent harassed clients to work with them. The complete allegation is that the Respondent is engaged in unlicensed activity.

The Respondent stated that they represented themselves as a real estate agent, when they weren't. They didn't fully understand the licensing process. They stated that they passed the exam and submitted paperwork to the Commission but failed to realize that it didn't complete the process for licensure. They stated that they should have waited until they received confirmation from the Commission.

Based on the information provided, Respondent passed the exam on August 17, 2025. The complaint was filed on September 9, 2025, and they listed the date of incident as September 4, 2025. The Respondent received confirmation that they had active license status on September 11, 2025. Due to the short timeframe and the lack of information in the report showing that the Respondent advertised as a real estate agent, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**137. 2025052931**  
**Opened: 9/30/2025**  
**First Licensed: 3/3/2011**  
**Expires: 3/2/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant stated that on September 4, 2025, the Respondent listed a property that they also owned without their consent. The Complainant stated that since their name is also on the deed, they should have been aware of the sale but didn't receive any agreement for them to sign so it could be listed.

The Respondent's principal broker provided a response on their behalf. The Respondent stated that the property was subject to a divorce decree that was heard on January 28, 2022. The decree granted the Respondent's client with the authority to make decision for the sale of the marital property. A copy of the final judgement of divorce was included with the response. The client would owe the Complainant a non-possessory judgment lien and would be required to pay a portion of the proceeds to represent their equity in the former marital home.

Based on the information provided, the Respondent's client had the right to sell the property without the Complainant's permission, according to the divorce judgment. Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**TIMESHARES:**

**138. 2025051681**  
**Opened: 10/21/2025**  
**First Licensed: 8/27/2008**  
**Expires: 8/26/2026**  
**Type of License: Time Share Registration**  
**History: None**

The Complainant is an out of state resident. The Complainant stated that they attended a presentation on December 21, 2024. They stated that they felt pressured to get the timeshare. They stated that they were misled, overcharged, and provided no real value. The Complainant asked to be released from the contract.

Respondent attorney responded on the Respondent's behalf ("Representative"). The Respondent stated that the Complainant entered a contract with Respondent on December 21, 2024. They stated that the contract is valid and options are available if the Complainant is experiencing financial difficulty.

Based on the information provided, Complainant is outside of the rescission period. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**139. 2025054111**  
**Opened: 11/3/2025**  
**First Licensed: 4/4/2018**  
**Expires: N/A**  
**Type of License: Time Share Registration**

**History: 2016 Consent Order for the violation of not processing refunds timely**

The Complainant is an out of state resident. The Complainant stated that they attended a presentation on November 11, 2023. They stated that they felt pressured to get the timeshare. They stated that they were misled but the presentation and caused financial burdens. In February 2025, the Complainant attempted to terminate the contract.

A response was not received. Based on the information provided, Complainant is outside of the rescission period. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to issue a Consent Order with a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to a complaint in violation of Tenn. Code Ann. §62-13-313(a)(2).**

**CASES TO BE REPRESENTED**

**140. 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.**

**New Information: Counsel was unable to verify that the Respondent was hired by the new firm and they denied employing the individual. Counsel's new recommendation is to dismiss this complaint.**

**New Recommendation: Dismiss.**

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

**141. 2025014621  
Opened: 4/7/2025  
First Licensed: 6/28/2010  
Expires: 9/9/2025  
Type of License: Principal Broker  
History: None**

This complaint was administratively opened against the Respondent after the August 2024 legal report. This matter is related to REC-2024022721, The original complaint was filed against an affiliate due to an advertising violation. The Commission assessed a civil penalty of Five Hundred Dollars (\$500.00). In this matter, the Respondent is a principal broker and was responsible for supervising the affiliate in the related case.

The Respondent submitted a response and stated that they properly supervise all affiliates and don't believe that they should be responsible.

In the related case, the affiliate made a post on social media. The name on the affiliate's social media page where they were advertising as a REALTOR®, was different from the name listed with the Commission. The affiliate and Respondent admitted that the names were different in the original response

Based upon all these facts, Counsel recommends this Respondent be assessed a civil penalty of Seven Hundred and Fifty Dollars (\$750.00) for failing to properly supervise their affiliate's advertising in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3).

**Recommendation: Assess a civil penalty of Seven Hundred and Fifty Dollars (\$750.00) for failing to properly supervise their affiliate's advertising in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3).**

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

**New Information: The Complainant contacted Counsel and discussed the consent order they received. They stated that at the time that their affiliate received the civil penalty they were unaware of the social media post. At the time, they were in a continuing education course. Once they became of the post, the immediately had the affiliate remove the post. The also made the affiliate participate in additional training so they could understand the importance of compliance.**

**New Recommendation: Dismiss.**

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

**142. 2025047441**  
**Opened: 8/25/2025**  
**Unlicensed**  
**History: None**

The Complainant is a Tennessee resident and prospective tenant. The Respondent is unlicensed. The Complainant stated on August 10, 2025, they contacted the company to ask about securing a lease. They requested a move in date of September 1, 2025, which was acknowledged. However, the next day they were told that the property would be leased by a different tenant. The Complainant alleged that the Respondent failed to honor the agreement to lease and engaged in dishonest dealings.

The Respondent stated that they chose not to sign a binding lease agreement with the Complainant. Instead, they went with another tenant who demonstrated a stronger financial profile and satisfied all qualification requirements.

Based on the information provided, there was no binding contract between the parties. The Complainant's inquiry and application didn't create an agreement from the Respondent. Therefore, Counsel finds Complainant's allegations related to dishonest dealings and failure to honor the agreement to be unfounded. However, the Respondent appears to be unlicensed.

Counsel attempted to find the property mentioned in the complaint but was unable to find a first-generation listing. Counsel also searched the Property Assessor's website but was unable to locate a match or find identifying information related to ownership. The complaint didn't include an advertisement or communication where the Respondent advertised as a property management company. However, Counsel was unable to locate a related firm in CORE and based on the response, the Respondent did select a tenant. There was nothing submitted to indicate that the Respondent owned the property or was a licensed real estate professional. Therefore, Counsel recommends this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.

**Previous 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.**

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

**New Information: This case is related to complaint number REC-2025046581 (#70). The Respondent is the owner of the property. Their co-owner is a licensed real estate professional.**

**New Recommendation: Dismiss.**

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

**ADJOURNED AT 11:31am**