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

MINUTES

The Tennessee Real Estate Commission met on June 10, 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 Jon Moffett, Commissioner Stacie Torbett, Commissioner Kathy Tucker and Commissioner Wyatt Rampy. Commissioner Joe Begley was 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 June meeting agenda was submitted for approval.

The motion to approve the June 10, 2026, agenda was made by Commissioner Gaughan and seconded by Vice Chair Smith. The motion passed unanimously.

The April 8, 2026, Commission meeting minutes were submitted for approval. The motion to approve the April 8, 2026, minutes was made by Vice Chair Smith and seconded by Commissioner Guinn. The motion passed unanimously.

INFORMAL APPLICANTS

Eric Falke appeared before the Commission to seek approval to apply for his affiliate broker license. Commissioner Tucker motioned to approve Eric Falke and was seconded by Commissioner Gaughan. The motion passed unanimously.

Doushon Whittaker appeared before the Commission to seek approval to apply for his timeshare salesperson license. Commissioner Torbett motioned to approve and was seconded by Vice Chair Smith. The motion passed unanimously.

James Boatright appeared before the Commission to seek approval to apply for his affiliate broker license. Commissioner Rampy motioned to approve James Boatright and was seconded by Commissioner Moffett. The motion passed unanimously.

Brandon Parker appeared before the Commission to seek approval to apply for his affiliate broker license. Commissioner Guinn motioned to approve Brandon Parker and was seconded by Commissioner Tucker. The motion passed unanimously.

Haley Brisentine appeared before the Commission to seek approval to apply for her affiliate broker license. Vice Chair Smith motioned to approve Haley Brisentine and was seconded by Commissioner Gaughan. The motion passed unanimously.

***FRESH START ACT* APPLICANTS**

Teresa Wright's Fresh Start application was presented to the Commission to seek preapproval to apply for her affiliate broker license. Commissioner Gaughan motioned to approve Teresa Wright and was seconded by Vice Chair Smith. The motion passed 7-0 with Commissioner Guinn recusing himself.

Desanta Smith's Fresh Start application was re-presented to the Commission to discuss the factors for denying a preapproval per the *Fresh Start Act*. The Commission voted unanimously to uphold the April decision and deny Mr. Smith's pre-approval request.

WAIVER REQUESTS

Executive Director Denise Baker presented Gina Lawson to the Commission seeking a waiver for late fees. Commissioner Rampy motioned to approve the request to waive the $1100 late fee provided that the applicant complete the 30 hour TRACE course and 16 hours of required CE's within 6 months and was seconded by Commissioner Tucker. The motion passed 7-0 with Commissioner Torbett recusing herself.

Executive Director Denise Baker presented Debra Butts to the Commission seeking a waiver for late fees. Vice Chair Smith motioned to approve the request to waive the $100 late fee provided that the applicant complete the 16 hours of required CE's within 30 days and was seconded by Commissioner Torbett. The motion passed unanimously.

Executive Director Denise Baker presented Mary Brandon to the Commission seeking a waiver for late fees. Vice Chair Smith motioned to approve the request to waive the $800 late fee provided that the applicant complete 12 hours of required CE's (including the 6 hour core course) within 30 days and was seconded by Commissioner Moffett. The motion passed unanimously.

EDUCATION REPORT

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

The motion to approve courses 1-46 was made by Commissioner Tucker and seconded by Vice Chair Smith. The motion passed unanimously.

Director of Education Brittany Morris presented the instructor's biographies for approval. The motion to approve the twenty-four (24) instructor biographies was made by Vice Chair Smith and seconded by Commissioner Moffett. 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 stated that Director of Education brittany Morris and herself would be attending the Real Estate Educators Association Conference in July to prepare for recommendations for updates to the TREC CORE 27/28 course.

In addition to current topics in the 25/26 course, TREC staff plan to present several proposed revisions during August's meeting. These updates will address the distinction between association and club membership versus TREC's role as a regulatory body, the inclusion of appropriate disclosures as they relate to advertising, clarification of dual agency and brokers supervision requirements and updates to reinstatement pathways to ensure clarity and consistency. Our plan is to recommend transitioning from a commercial and residential core course to one single unified core course to better streamline content delivery and ensure consistent regulatory education for all licensees.

Director Baker provided an update in reference to the ARELLO conference in September. The request has been submitted on behalf of TREC for approval for travel to ARELLO in September with 3 TREC staff members as well as Vice Chair Smith and Commissioner Rampy who will be participating in Commissioners College 101. Members of TDCI's leadership team have identified individuals who should represent the Commission. However, the request still needs final approval from the full TDCI executive leadership team in addition to the state of Tennessee's Department of Finance and Administration. They must also approve the request before travel can be authorized. Attendance at this conference provides critical regulatory education courses and sessions as well as national cooperation and committee engagement that directly support Tennessee's regulatory framework.

Director Baker introduced a letter from a licensee in reference to a possible rule change. TREC does not support this proposed type of amendment. The reason being that TREC wants to maintain integrity, independence and public trust associated with required continuing education for Tennessee licensees. The existent rules provide a very clear and objective boundary between mandatory education brokerage business activities. This standard was put into place to prevent any actual or perceived advantage for particular brokerages when hosting required education. Even in situations where recruiting does not occur brokerages often are naturally designed to promote the firm's brand, culture and professional opportunities. Holding required education inside those spaces could create an appearance of an endorsement or unfair competitive benefit.

Secondly, allowing courses in brokerage facilities would introduce standards that are highly subjective and challenging to enforce. Staff would be required to evaluate whether the advertising was sufficient, all licensees had meaningful access and whether any recruiting was done during the course itself. These are not conditions that can be monitored objectively or across the state and inconsistent enforcement risk may occur undermining public confidence and TREC's continuing education rules. Thirdly, the proposed continuing education is to ensure competency in consumer protection and not to create opportunities for business development, preserving a clear separation between continuing education and broker operations that support TREC's mission.

Finally, the current rule has been in place for many years and is well understood by not only TREC instructors, but TREC providers and licensees. Removing or weakening the rule would increase administrative burden, introduce ambiguity and potentially compromise the perception that independence is essential to the continuing education process. For these reasons, TREC staff believe that the current rule should remain to protect the public interest and to ensure uniform impartial oversight. Therefore, staff do not recommend adopting this proposed change in a rule making hearing or session matter.

LEGAL SECTION

Associate General Counsel Anna D. Matlock 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:

- Public Chapter 1095 (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. This act went into effect on May 22, 2026.

- Public Chapter (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. This act went into effect on July 1, 2026.

- Public Chapter 1039 (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. This act went into effect on July 1, 2026.

Please note, the information listed above is a summary. The links to each bill contain the full content of the laws signed by the Governor and enacted by the General Assembly.

Ms. Matlock also presented a rulemaking project for consideration before the Commission. The proposed rules amend certain requirements for reinstatement of expired licenses, office requirements, and designated agent qualifications as required by amendments by the General Assembly's to Tenn. Code Ann. §§ 62-13-104 and 62-13-319. Specifically, the reinstatement process for expired licenses for more than one (1) year and designated agent qualifications are clarified, and the zoning requirement for firm licensure is removed. A rulemaking hearing will take place later this year.

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 1-152 except for the following complaints, which were pulled for further discussion: **2025075241, 2025075091, 2026005181, 2026006241, 2026006311, 2026005661, 2026006201, 2026001041, 2026007241, 2026002961, 2026006121, 2022038771, 2026000281, 2026002561, 2026008411, 2026000701, and 2025038431.**

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

After further discussion on complaint **2025075241** a motion was made by Commissioner Gaughan and seconded by Commissioner Tucker 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(7)(b), which requires that any offer, guaranty, warranty of the like, made to induce an individual to enter into an agency relationship or contract be made**

in writing and must disclose all pertinent details on the face of such offer or advertisement. The motion passed unanimously.

After further discussion on complaint **2025075091** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept counsel's recommendation to issue a **Downgrade principal broker to affiliate broker status and One thousand Dollar ($1000) civil penalty for violation of Tenn. Code Ann. § 62-13-312(10)**. The motion passed unanimously.

After further discussion on complaint **2026005181** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett to **authorize a formal hearing and to issue a Consent Order with a One Thousand Dollar ($1,000.00) civil penalty and to require the Respondent to complete a TREC Core course within thirty (30) days for the advertising violation. The CE requirement will not count toward license renewal**. The motion passed unanimously.

After further discussion on complaint **2026006241** a motion was made by Vice Chair Smith and seconded by Commissioner Rampy to **close and flag the complaint.** The motion passed unanimously.

After further discussion on complaint **2026006311** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett to **close and flag the complaint.** The motion passed unanimously.

After further discussion on complaint **2026005661** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept counsel's recommendation to issue a **Civil Penalty in the amount of One Thousand Dollars ($1,000.00) for engaging in unlicensed activity by acting as a property management firm without a valid license, in violation of Tenn. Code. Ann. § 62-13-301.** The motion passed unanimously.

After further discussion on complaint **2026006201** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett to **authorize a formal hearing and issue a Consent Order with a One Thousand Dollar ($1,000.00) civil penalty and also to require the Respondent to complete the residential TREC Core course which will not count toward license renewal for the violation of failure to supervise**. The motion passed unanimously.

After further discussion on complaint **2026001041** a motion was made by Commissioner Rampy and seconded by Commissioner Guinn to **issue a Letter of Warning regarding unlicensed activity**. The motion passed unanimously.

After further discussion on complaint **2026007241** a motion was made by Commissioner Torbett and seconded by Commissioner Tucker to **dismiss**. The motion passed unanimously.

After further discussion on complaint **2026002961** a motion was made by Commissioner Torbett and seconded by Commissioner Tucker to **defer this complaint to the next Commission meeting**. The motion passed unanimously.

After further discussion on complaint **2026006121** a motion was made by Vice Chair Smith and seconded by Commissioner Guinn to accept counsel's recommendation to **One Thousand Dollar ($1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2)**. The motion passed unanimously.

After further discussion on complaint **2022038771** a motion was made by Commissioner Rampy and seconded by Commissioner Torbett to accept counsel's recommendation to **Issue a Letter of Warning**. The motion passed unanimously.

After further discussion on complaint **2026000281** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett to **authorize a formal hearing and to issue a Consent Order with a Fifteen Hundred Dollar ($1500.00) civil penalty which is for the three violations of Tenn. Comp. R. & Regs. 1260-02-.33 (1).** The motion passed unanimously.

After further discussion on complaint **2026002561** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept counsel's recommendation to **Issue the firm a Letter of Warning to ensure compliance with Tenn. Comp. R. & Regs. 1260-01-.04**. The motion passed unanimously.

After further discussion on complaint **2026008411** a motion was made by Commissioner Rampy and seconded by Commissioner Moffett to accept counsel's recommendation to **Issue the Respondent a Letter of Warning to ensure compliance with the advertising rules and the requirement to keep all listing information current and accurate, and in compliance with Tenn. Comp. R. & Regs. 1260-02-.12 (5)(c).** The motion passed unanimously.

After further discussion on complaint **2026000701** 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 **2025038431** a motion was made by Commissioner Tucker and seconded by Commissioner Rampy to accept counsel's recommendation to dismiss. The motion passed unanimously.

NEW BUSINESS

Director Baker announced that at the August TREC meeting Commissioners will undergo training on how the Commission is conduct meetings to comply with the *Americans with Disabilities Act* (“ADA”).

The hearing date for October has changed from Friday, October 9, 2026, to Wednesday, October 7, 2026, the day before the Commission meeting.

Kim Cooper
New Complaints:

1.
2025074071
Opened: 12/23/2025 First Licensed: 9/30/2016 Expires: 1/11/2027
Type of License: Principal Broker History: None
Respondent’s affiliate was assessed a civil penalty for an advertising violation, and this complainant was opened against Respondent alleging failure to supervise. The allegations against the affiliate were as follows:

“Complainant is a homeowner who received a mailer from Respondent regarding selling their home. Complainant provided a copy of the mailer which stated Respondent ‘guarantees that your present home will sell before you take possession of your new one.’ The phone number provided to text Respondent for more information is not the number on file with the Commission. (Respondent’s affiliate) stated they did have several preapproved buyers, to include cash offers for the Complainant’s home. Respondent stated had complainant asked to be removed from their system they would have happily done so."

Respondent stated they have implemented an internal audit process for all advertising that mandates any new content must be approved by Respondent and reminded their team that the firm name and office phone number must be on all outward marketing.

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

Commission Decision: The Commission accepted counsel's recommendation.

2. 2025075241
Opened: 1/13/2026
First Licensed: 6/25/2013 Expires: 12/19/2026
Type of License: Principal Broker
History: 2025 Consent Order for failure to keep listing information current and accurate; 2025 Letter of Instruction regarding the requirement that offers, guarantees, and warranties to induce an individual into an agency relationship or contract be made in writing

Complainant alleged Respondent is misleading the public by advertising that disclosures, "deals" and up-to-date information is only available through the listing agent. Complainant provided copies of MLS listing that state:

"STOP! Call the listing agent to get priority access, built-in buyer savings, and exclusive programs that are only available through the Listing Agent… Exclusive benefits for this property are ONLY available through the Listing Team and are not provided through the generic "Contact Agent" button unless you specifically request us."

Respondent stated that "All required disclosures, pricing, and material facts are provided in compliance with Tennessee law and are made available as required. The language referenced in the complaint was intended solely to describe optional, proprietary programs and incentives administered by the listing brokerage, not access to legally required information. Buyers remain free to obtain representation from any licensed real estate professional of their choosing."

Recommendation: Five Hundred Dollar ($500.00) civil penalty for violation of Tenn. Comp.
R. & Regs. 1260-02.12(7)(b), which requires that any offer, guaranty, warranty of the like, made to induce an individual to enter into an agency relationship or contract be made in writing and must disclose all pertinent details on the face of such offer or advertisement.

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

3. 2025076991
Opened: 1/13/2026
First Licensed: 10/20/2008

Expires: 10/19/2026
Type of License: Affiliate Broker History: None
Respondent was the agent for Sellers, who owned a large parcel of property next to Complainant. Complainant alleges they heard that Respondent marketed the property for only one day and immediately marked the property as sold. Complainant alleges another neighbor wanted to make a "back up offer" but the Respondent refused any additional offers and Complainant later learned the property was purchased by Respondent's family member. Complainant makes several allegations of misconduct by Respondent including failure to represent the interests of the client, but all the allegations are based on what Complainant "heard" from other unnamed neighbors.

Respondent denied the allegations and provided a three (3) page notarized statement from Sellers, who disputed every allegation and stated they were happy with the services provided by the Respondent. They also confirmed they priced the property above appraisal and were offered their asking price by Respondent's family member so saw no reason to market the property or accept back-up offers. Respondent provided a copy of the Personal Interest Disclosure & Consent form executed by the parties.

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

4. 2026000481
Opened: 1/13/2026
First Licensed: 10/20/2008 Expires: 10/19/2026
Type of License: Affiliate Broker History: None

This complaint is related to REC-2025076991 (#3). Complainant is another owner of neighboring property and makes the same allegations as above. For the reasons previously stated Counsel recommends dismissal.

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

5. 2025077041
Opened: 1/13/2026 First Licensed: 2/5/2016 Expires: 2/2/2027
Type of License: Real Estate Broker History: None

Complainant alleges they were contacted by Respondent regarding a property for sale, even though it was already under contract with another buyer. Complainant alleges Respondent offered to "broker a sale to (Complainant) from the wholesaler who already had a contract to buy the property." Complainant alleges Respondent then reached out to the Owner directly and negotiated a contract that would include a commission for Respondent since they were not set to receive a commission under the existing contract with the wholesaler. Complainant alleges Respondent intentionally misrepresented the price of the property and status of the existing contract so Complainant would purchase the property for more money and provide a commission for Respondent after executing an Agency Agreement with Complainant.

Respondent denied the allegations. Respondent asserted they were contacted by the wholesaler regarding the property they intended to purchase and their role was to facilitate a potential transaction after the wholesaler's purchase with their client, Client A, not to mislead the seller or interfere with an existing contract. Respondent stated that when they learned the wholesaler was planning on conducting a simultaneous closing with Client A in which neither had the funds to close and were attempting to rely solely on the end buyer's funds, Respondent advised Client A they had concerns. Client A terminated the contract with the wholesaler. Respondent stated they were already working with the Complainant and presented them with the opportunity to purchase the property. Respondent asserted the wholesaler misled the Owner of the property and did not disclose they were wholesalers since they knew Owner would not sell to a wholesaler. Complainant was able to purchase the property and has been sued by the wholesaler who has moved to block any development of the property. Respondent has been served and is a party to the lawsuit. Based on the documents provided (including the lengthy civil Complaint and Counter-Complaint) there is insufficient evidence of a violation of the Rules or Broker Act at this time.

Recommendation: Close and flag.
Commission Decision: The Commission accepted counsel's recommendation.

6. 2025074901

Opened: 1/20/2026
First Licensed: 4/15/2015
Expires: 4/14/2025 (Expired, Active) Type of License: Affiliate Broker History: None

Complainant is a licensee. Complainant alleged Respondent sent an email advertising a property for sale. Complainant learned the property was already under contract and that Respondent did not have a listing agreement on the property and did not represent the seller or current buyer of the property. Complainant provided a copy of the email wherein the Respondent's signature includes the name of an unlicensed firm ("Doe Real Estate") and advertises a 253-acre property for sale with preliminary approval for a large number of homes to be built. Respondent went on to state they were open to negotiation.

Respondent stated their intention "was not to act as a realtor, but to obtain a contract for assignment sale with the closing of the sale of the property to me occurring at the same time as the closing would occur with the person who is purchasing it from me." Respondent conceded they should not have used the "Doe Real Estate" in their signature but they were planning on renewing their license and becoming affiliated with the firm. They stated they should have included a "disclosure" but asserted they did inform everyone they talked to that they were not licensed. Respondent also stated they spoke with the owner of the property "who indicated interest in my proposal of a contract of assignment."

Recommendation: One Thousand Dollar ($1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.
Commission Decision: The Commission accepted counsel's recommendation.

7. 2025075091
Opened: 1/20/2026 First Licensed: 4/2/2002 Expires: 7/8/2027
Type of License: Principal Broker History: None

Complainant and Respondent are both licensees. Complainant owns a real estate investment company with two other individuals, one of whom is also a licensee. Complainant alleges they entered into a purchase agreement with Seller for a property that required extensive repairs, and the parties discussed the scope of work and budget for the work with Seller prior to executing the contract. Respondent learned of the executed purchase agreement and contacted Complainant, even though they did not have an agency agreement with the Seller. Respondent asserted that the Seller lacked the capacity to enter a contract and they would help Seller void the contract. Respondent then contacted Seller directly and told them Respondent could obtain a higher price for the property if Seller would void the existing contract and enter into a listing agreement with

Respondent instead. Complainant alleges Respondent also contacted every member of their company as well as a family member of Seller to break the contract and persuade Seller to enter into an agency agreement with Respondent in violation of Tenn. Code Ann. § 62-13-312(10).
Respondent denied the allegations and accused the unlicensed member of Complainant's company of unlicensed activity and taking advantage of Seller, who they claim is elderly and no longer has the mental capacity to enter a contract. Respondent claimed that because Seller lives in an assisted living facility and does not have a "guardian or power of attorney" that any contract "presented directly to them is presumptively invalid". Respondent also asserted that "the law says only a licensed real estate broker or affiliate broker may present contracts; negotiate terms; or solicit or induce execution of real estate agreements."

Complainant provided a statement from a friend of Seller who was present during the conversation with Seller and execution of the contract. Friend disputed Respondent's version of events and stated that Respondent had previously expressed interest in purchasing Seller's property themselves. Based on the documents and statements provided, it appears that Respondent attempted to induce Seller to break an existing contract and was motivated by the personal gain of the Respondent in violation of Tenn. Code Ann. § 62-13-312(10).

Recommendation: Downgrade principal broker to affiliate broker status and One thousand Dollar ($1000) civil penalty for violation of Tenn. Code Ann. § 62-13-312(10).

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

8. 2025076121
Opened: 1/20/2026
First Licensed: 12/4/2018 Expires: 12/3/2026
Type of License: Affiliate Broker History: None

Complainant is a property owner and alleges Respondents advertised their property for sale without Complainants' permission. Complainant alleged this occurred in March 2024 and they did not learn of it until months later. The property did not sell and the advertising was removed. Complainant did not say why they waited a year and a half to report the issue.

Respondent stated they listed the property at the request of an individual who asserted they were the owner and they did have an agency and listing agreement with that individual. Respondent provided a copy of the county tax assessor's records that show the property was and is still owned by the purported owner. Complainant provided a rebuttal and stated the Respondents had the addresses confused and knew the alleged owner had "no right" to sell the property. Based on the information provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

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

9. 2025076111
Opened: 2/9/2026
First Licensed: 6/24/2016 Expires: 6/23/2026
Type of License: Affiliate Broker History: None
Respondent was the co-listing agent of the above Respondent. For the reasons stated previously, Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

10. 2025076131
Opened: 2/9/2026
First Licensed: 7/14/2020 Expires: 7/13/2026
Type of License: Real Estate Firm
History: 2023 Consent Order for CE Course advertised in conjunction with an advertisement for a brokerage or firm

Respondent was the firm of the above Respondents at the time of the alleged incident. For the reasons stated previously, Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

11. 2025076191
Opened: 1/20/2026 First Licensed: 7/9/2024 Expires: 7/8/2026
Type of License: Affiliate Broker History: None
Anonymous complainant alleged Respondent was operating an unlicensed firm and allowed unlicensed agents to advertise properties for rent. Complainant provided copies

of social media advertisements wherein an unlicensed individual advertised home for rent with the name of the Respondent's firm and logo provided in the advertisements. Respondent agreed that the unlicensed individual was referred to as an "agent" in at least one advertisement and that the posts could be confusing to the public. Since the complaint was filed Respondent has removed all advertising and closed the business named in the advertising. Respondent's principal broker "has mandated Respondent complete a thorough review of TREC advertising regulations, understand the necessary standards and practices for management of (their) assistant's public posts, and also required frequent check-ins, meetings, and training in order for Respondent to maintain his license" under the supervision of their principal broker.

Recommendation: One Thousand Dollar ($1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301 and administratively open complaint against the principal broker for failure to supervise.
Commission Decision: The Commission accepted counsel's recommendation.

12. 2025076201
Opened: 1/20/2026
First Licensed: 10/17/2025 Expires: 10/16/2027
Type of License: Affiliate Broker History: None

Anonymous complainant alleged Respondent was participating with the co-Respondent in the **related complaint REC-2025076191 (#11)** of operation of an unlicensed firm. Respondent was named as one of the "property agents" of the co-Respondent's firm in an advertisement that also stated they "have many years renting houses in (city) and surrounding areas and our clients always recommend us." Respondent was the only other licensee named in the advertisement.

Respondent stated they were not responsible for advertisements placed by third parties and asserted all their closings as an affiliate broker "flow(ed) properly through" their affiliated firm. Respondent had no ownership interest in the unlicensed firm and denied holding themselves out as a broker of the unlicensed firm. Based on the documents provided there is insufficient evidence that this Respondent was conducting or supervising unlicensed activity.

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

13. 2025076241
Opened: 1/20/2026

First Licensed: 12/15/2005 Expires: 12/14/2027
Type of License: Affiliate Broker History: None

Complainant executed a Letter of Intent to purchase the assets of a company owned by a third party with Respondent acting as the broker for the transaction. Complainant placed an earnest money deposit that was held by the Respondent. The deal fell through, and Complainant requested the return of their earnest money. Complainant alleges Respondent refused to return the earnest money unless Complainant executed an agreement to waive or settle unrelated legal claims against the seller. Complainant alleges Respondent told them if the parties could not agree, Respondent would file an interpleader action and the "court would decide" if the Complainant was entitled to the return of the earnest money.
Respondent stated the earnest money was returned to the Complainant within three business days of receipt of "proper documentation" from the Complainant. Respondent also asserted this was not a transaction involving real estate or improvements to real estate and was not within the jurisdiction of the Commission.

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

14. 2026000411
Opened: 1/20/2026
First Licensed: 3/30/2023 Expires: 3/29/2027
Type of License: Affiliate Broker History: None

Complainant executed a lease agreement to move into a home owned by Respondent with a one-year term effective January 1, 2026. Complainant alleged that due to safety concerns they terminated the lease agreement and requested the return of their full security deposit. Respondent refused to return the funds, and Complainant alleges Respondent is failing, within a reasonable time, to account for or to remit any moneys coming into the licensee's possession that belong to others in violation of Tenn. Code Ann. § 62-13-312(b)(5).

Respondent provided a copy of the lease agreement and communications between the parties, and stated the Complainant toured the home and agreed to lease the home "As-Is." Once a dispute arose regarding the condition of the home, Complainant's spouse stated they would agree to accept a partial refund of the deposit, and Respondent provided confirmation that Spouse accepted the check and deposited it. There is insufficient evidence of a violation of the Rules or *Broker Act.*

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

15. 2026000541
Opened: 1/20/2026
First Licensed: 12/3/2025 Expires: 12/2/2027
Type of License: Affiliate Broker History: None

Complainant and Respondent were both students in a course of study offered at a community college for the 2025-2026 academic year. Complainant alleged Respondent cheated on the class and offered to assist other students in cheating as well. Respondent denied cheating and provided proof they had been cleared by the community college and a letter from the State board that regulates that licensure confirming that the matter was dismissed and there would be no discipline taken against the Respondent's license.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
16. 2026000641
Opened: 1/20/2026
First Licensed: 3/14/2007 Expires: 7/6/2026
Type of License: Affiliate Broker History: None

Complainant was selling an inherited property and Respondent was their listing agent. Complainant emphasized that the property should be marketed "As-Is" and alleges Respondent assured them that any issues would be covered with the "As-Is" label. A purchase agreement was executed shortly after the property was listed but fell through due to buyer financing issues. Complainant alleged Respondent provided inconsistent explanations regarding the buyer's financing and was unhappy with the flow of communication from Respondent. Another contract was executed with the same buyer at a different asking price and a different financing scheme. Complainant alleges despite the sale being "As-Is" Respondent told them they were responsible for repairs, and Respondent again provided inconsistent explanations for the reasons for the postponed closing. When the closing needed to be extended for a second time, Complainant was informed by the attorney handling the closing that due to probate and title restrictions that sales proceeds cannot be distributed until statutory waiting periods are satisfied. Complainant informed Respondent they would be contacting their attorney regarding the probate issues, and alleges Respondent stopped communicating with Complainant. A mutual release with return of the earnest money was then proposed, and Complainant refused to sign due to what they felt was mismanagement by the Respondent. Complainant alleges Respondent did not act with reasonable skill and care.

Respondent stated they explained that while the property was marketed "As-Is" that did not mean that potential buyers could not have inspections done and request repairs, it just meant that the Complainant was not willing to make repairs. Complainant was not told they "had to" make repairs but advised they could agree to the requested Repair/Replacement Amendment and did so. The delay in closing was due to an error by the buyer's bank and the closing was then transferred to an attorney who would handle the title work as well as the closing. Complainant was told they would need to agree to an extension for the closing to move forward but they refused to do so. Regarding the probate issue, Complainant informed Respondent when they discussed the listing agreement that Complainant had previously been under contract to sell the home but had decided not to move forward, so Respondent had no reservations about the title or selling the property. It was only once the title work was in the hands of the attorney that the unresolved probate issue was discovered and explained to Complainant and Respondent. The earnest money is still in the hands of the attorney's firm and will remain there until the disbursement form is signed by the Complainant or the arbitration is complete. Respondent alleges it is the Complainant who has refused to communicate with Respondent or the title attorney, and provided a copy of the an email from the attorney to Complainant asking them to please respond; that the probate issue is a matter of law and cannot be waived; and they were ready to move forward as soon as they heard from Complainant. Based on the documents and statements provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

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

17. 2026000961
Opened: 1/20/2026
First Licensed: 5/16/2019 Expires: 5/15/2027
Type of License: Time Share Salesperson History: None

Complainants alleged they were misled by the Respondent into executing an additional contract for a time-share interest, financed by a credit card they cannot afford, and have asked Respondent repeatedly to be allowed to cancel their contract without success. Complainants now ask the Commission to assist them in cancelling their contract. Respondent stated the Complainants first became owners in 2018, with upgrades in 2023 and 2024. Respondent denied any wrongdoing and asserted the terms were explained to the Complainants before they executed the purchase agreements. There is insufficient evidence of a violation of the Rules or *Broker Act* by the Respondent, and the

Commission does not have the authority to order Respondent or their employer to cancel the contract(s).

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

18. 2026001341
Opened: 1/20/2026
First Licensed: 11/7/2023 Expires: 11/6/2027
Type of License: Affiliate Broker History: None

Anonymous Complainant alleged Respondent's license expired on November 6, 2025, yet Respondent continued to have an active listing on an MLS as of January 8, 2026. Complainant provided a copy of the listing naming Respondent as the listing agent. Respondent acknowledged their license expired in November and that the listing was active after the expiration of their license. Respondent stated this renewal cycle was the first one since they became licensed, and when they paid their dues to their local association in December 2025, they believed that included renewal of their license. Respondent reached out to their principal broker and asked for the listing to be transferred to an actively licensed affiliate until their license was active. Respondent renewed their license as soon as they realized their error and apologized for their mistake.

Recommendation: One Thousand Dollar ($1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.
Commission Decision: The Commission accepted counsel's recommendation.

19. 2026000301
Opened: 1/26/2026
First Licensed: 4/23/2024 Expires: 4/22/2028
Type of License: Affiliate Broker History: None

Complainant lives out of state but owns a large property in a rural area. They were notified by a sibling who lives nearby that the property was listed for sale by the Respondent, and that interested buyers and other agents were entering the property to look around. Complainant stated that someone emailed Respondent pretending to be Complainant, asked for Respondent to list the property for sale, and Respondent did so. Complainant contacted Respondent, explained they were the true owner and did not want to sell the property, and asked Respondent to take down the listing. Respondent complied. Complainant seems to be alleging a lack of reasonable skill and care by Respondent for not confirming the identity of the impostor.

Respondent stated they were contacted by email by an individual who claimed to be the Complainant and they emailed back and forth discussing the proposed sale of the property. After the property was listed they were contacted by Complainant and immediately took the listing off the MLS as well as their firm website. Respondent provided copies of the emails and listing agreement signed by the impostor. Respondent stated they were contacted by law enforcement and have provided them with the entirety of their file. Respondent acknowledged all communication with the alleged owner was done via email, and it does not appear from the documents provided that they asked for proof of identity until after they were contacted by the actual owner.

Recommendation: Letter of Warning regarding duty of diligently exercising reasonable skill and care pursuant to Tenn. Code Ann. § 62-13-403(1).
Commission Decision: The Commission accepted counsel's recommendation.

20. 2026002051
Opened: 1/26/2026
First Licensed: 5/12/2015 Expires: 5/11/2027
Type of License: Affiliate Broker History: None

Complainant alleged Respondent listed a property for sale that was held in a Trust, and that Complainant was the lifetime beneficiary and lawful occupant of the property under the Trust. Complainant stated they objected to the sale, but the Respondent was proceeding anyway without resolving the beneficiary rights, occupancy rights or "confirmation of clear authority to sell the property." Complainant asked for assistance in stopping the sale of the property.

Respondent denied that the property had been listed for sale, but confirmed the property is part of a Trust but the Trustee is not the Complainant. Respondent also denied that the Complainant was a party to any governance of the trust or a beneficiary of the sale of the property. Respondent went on to describe the conflicts between the Complainant, a sibling who is the Trustee, and court proceedings involving the Complainant, the Buyers and Trustee. Complainant submitted a rebuttal again asserting they were a beneficiary of the Trust and that the Respondent was not qualified to make legal determinations as to their status. Based on the documents provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

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

21. 2026003311
Opened: 1/26/2026 First Licensed: 8/6/2015 Expires: 11/1/2027
Type of License: Principal Broker

History: None
Complainant received what they allege was an unsolicited text message asking if they'd like to sell their home, with a suggested asking price. Complainant did not appreciate the message and so responded with a sarcastic message of their own. The parties continued to exchange increasingly belligerent messages, and Complainant alleges Respondent then posted on social media their "opinion of the situation and then decided it a good idea to then mention my business and (Complainant's) opinion of me and my business." Complainant alleges the Respondent is unprofessional and unethical.

Respondent provided a copy of the Complainant's information that was forwarded to them by a third party "lead source" indicating the Complainant was open to selling their home, provided their name, phone number and address and the asking price as suggested by the Complainant. Respondent stated the Complainant also made unflattering public social media posts "tagging" Respondent and their company. While the behavior of both parties is questionable, none of the allegations of unethical behavior are under the jurisdiction of the Commission.

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

22. 2026001851
Opened: 1/26/2026 First Licensed: 3/2/1999 Expires: 3/1/2027
Type of License: Real Estate Firm History: None
Complainant is a former affiliate of Respondent. Complainant alleges they left the firm in 2023 and had a referral fee arrangement in place with Respondent. Complainant alleges Respondent has now violated that agreement. Complainant also alleges ethical violations by the Respondent.
Respondent stated the allegations by Complainant involve either fee disputes or ethical issues and are not within the purview of the Commission.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
23. 2026003221
Opened: 1/26/2026 First Licensed: 7/6/2009 Expires: 7/5/2027
Type of License: Real Estate Firm History: None

Complainant was a tenant in a property managed by Respondent. Complainant terminated their lease early after giving the required notice, and alleged Respondent was still charging them rent every month in breach of their lease agreement. Respondent provided a copy of their executed lease wherein Complainant clearly agreed that if they terminated their lease early they would continue to pay the monthly lease amount until their term ended or there were new tenants in the unit.

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

24. 2026003941
Opened: 1/26/2026 First Licensed: 7/6/2009 Expires: 7/8/2027
Type of License: Real Estate Firm History: None
This complaint is **related to REC-2026003221 (#21)**. For the reasons previously stated Counsel recommends dismissal.

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

25. 2026003161
Opened: 2/2/2026
First Licensed: 6/5/2025 Expires: 6/4/2027
Type of License: Affiliate Broker History:

Complainant alleges Respondent has committed ethical violations related to a lease-to-own agreement between the parties as well as violations of MLS rules. Complainant also alleged Respondent violated the terms of their lease agreement and harassed Complainant. Complainant has previously filed a complaint with the same allegations that was dismissed for lack of jurisdiction.

Respondent stated they have ongoing issues with the Complainant that have led to both civil and criminal litigation and this complaint is just a part of a pattern of harassment by Complainant. There is no evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
26. 2026004231

Opened: 2/2/2026
First Licensed: 10/6/2022 Expires: 10/5/2026

Type of License: Affiliate Broker History: None

Complainant entered into a purchase agreement on December 19, 2025, for a home listed by the Respondent. Complainant alleges the Respondent did not update the property to "pending" in the MLS and that the Seller accepted another offer without providing Complainant written notice of termination of the purchase agreement.
Respondent agreed that per their local association rule they should have updated the listing to "pending/continue to show" on their MLS. Respondent stated the Complainant's offer included a list of several requested repairs, and the Sellers did not agree to most of the requests. Complainants' agent then sent a Mutual Release that was executed by the parties on January 4, 2026. Communications between the parties provided by the Complainant do not mention that the Sellers were continuing to accept back-up offers. Approximately twenty minutes after the Mutual Release was executed, Sellers made a counteroffer to a back-up offer from another Buyer, and that offer was accepted approximately twenty minutes later.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

27. 2026004241
Opened: 2/2/2026
First Licensed: 2/6/2017 Expires: 6/24/2027
Type of License: Real Estate Broker History: None

Complainant wanted to submit an offer on a property listed by Respondent. Complainant alleges they contacted Respondent to discuss the details of the proposed offer and Respondent was dismissive and asked if they "could even afford" the property. Complainant stated they knew the owner of the property and allege they were told the next morning that the Respondent had not submitted the offer for their consideration. Complainant alleges the Respondent did not submit the offer because they "didn't want to and felt it was a conflict because (the Seller and Complainant) knew each other." Complainant alleges Respondent did not forward all offers promptly to the client in violation of Tenn. Code Ann. § 62-13-404(3)(A)(ii).

Respondent stated the Sellers were selling the home due to a divorce, had already been listed once without success, and the Complainant was the child of Seller. Respondent stated the first interaction they had with the Complainant they were unaware the Complainant had previously made an offer on the property that had been rejected. Complainant's offer contained a contingency regarding the sale of their own home, so Respondent asked about Complainant's finances. This discussion took place on a Sunday afternoon, and Respondent alleges the parties agreed the offer would be drafted and submitted in the morning. Respondent became uncomfortable regarding “being in the middle” of the divorcing owners and the child of one spouse making the offer to purchase. Respondent spoke with their broker and clients and suggested it would be preferable if the Complainant and their spouse got their own representation to submit an offer before moving forward. Respondent stated they called Complainant that morning to recommend the Complainant get their own agent but also to get more information to draft the offer after clarifying Respondent would NOT be representing Complaint, only their clients. Complainant then submitted an offer with another agent, which was again rejected by Respondent’s clients after discussion with Respondent. Respondent asserts they acted in the best interest of their clients throughout the process. Based on the information provided there is insufficient evidence of a violation of the Rules or *Broker Act.*

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

28. 2026005181
Opened: 2/2/2026
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 violations; 2019 Consent Order for failure to supervise an affiliate due to lapse in affiliate’s E&O insurance; 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate’s E&O insurance; 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate’s E&O insurance; 2021 Consent Order for advertising violation; 2021 Final Order for failure to supervise an affiliate due to an advertising violation; 2025 Consent Order for advertising violation

Complainant and Respondent are both licensees. Complainant states client received a letter in the mail from Respondent offering a guaranteed cash buyer for their home, which was currently listed in the MLS prior to the date of the letter. While the letter states "if you are currently listed, this is not an attempt to solicit your listing" the solicitation also uses verbiage of "the real benefits of selling directly to my buyer is that there is no lockbox, no showings, no staging, no photos, no financed offers, no appraisals, and the sale is 'as is'. All so you can put more money in your pocket and/or make a much-needed move" Complainant asserts a recipient could ascertain the intent is to circumvent the agency relationship, and that the primary messaging repeatedly represented a ready cash buyer and referenced guaranteed outcomes.

Respondent asserted the letter expressly stated that it was not an attempt to solicit an active listing and at no time did the communication encourage a seller to cancel, breach, or circumvent an existing agency relationship. This mailing was part of a geographically based mass marketing Campaign and that due to timing and volume, a property may become listed after mail is queued or delivered. "Any reference to buyers reflects our ongoing buyers-in-waiting and investor programs and does not represent a guaranteed or named buyer for a specific property unless confirmed in writing… We would never intentionally mail to someone signed under a listing agreement with another agent."

Recommendation: Discuss.

Commission Decision: The Commission voted to authorize a formal hearing and to issue a Consent Order with a One Thousand Dollar ($1,000.00) civil penalty and to require the Respondent to complete a TREC Core course within thirty (30) days for the advertising violation. The CE requirement will not count toward license renewal.

29. 2026006221
Opened: 2/26/2026
First Licensed: 10/2/2001 Expires: 10/23/2026
Type of License: Principal Broker History: None
This is an administratively opened complaint. An audit for this firm was opened on July 1, 2025, and it was determined that some affiliates on the firm's roster have expired licenses. The auditor alleged the firm's current principal broker would neither "confirm nor deny" whether the affiliates are still associated with the firm and the auditor suspected the firm was allowing unlicensed activity by four (4) affiliates.
Respondent stated they did not realize the affiliates were on their roster until the auditor notified them. Respondent asserted none of the affiliates were active and had not been since before their licenses expired. One of the affiliates retired their license and it was not properly recorded in their file, and Respondent provided executed TREC-1 forms for two of the other three affiliates but there is no record of those forms being submitted to the TREC administrative staff. All four of the affiliates have been removed from the firm roster by the Respondent. There is insufficient evidence of unlicensed activity based on the information provided.

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

30. 2026006291

Opened: 2/2/2026
First Licensed: 1/16/2019 Expires: 1/15/2021 (Expired) Type of License: Affiliate Broker History: None

Respondent is one of the affiliates in the related case. Respondent stated they moved out of state before their license expired and have remained in that state continuously since then. Respondent provided copies of utility bills and property tax assessments dating back to 2020 at their current address. Respondent denied any unlicensed activity.

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

31. 2026006241
Opened: 3/16/2026
First Licensed: 10/17/2012 Expires: 10/16/2024 (Expired) Type of License: Affiliate Broker History: None
Respondent is one of the affiliates in the related case. Respondent did not respond to the complaint but there is insufficient evidence of unlicensed activity.
Recommendation: Dismiss

Commission Decision: The Commission voted to close and flag the complaint.

32. 2026006311
Opened: 3/16/2026
First Licensed: 7/26/2006 Expires: 7/25/2022 (Expired) Type of License: Affiliate Broker History: None

Respondent is one of the affiliates in the related case. Respondent did not respond to the complaint but there is insufficient evidence of unlicensed activity.

Recommendation: Dismiss.

Commission Decision: The Commission voted to close and flag the complaint.

33. 2026006261
Opened: 3/16/2026
First Licensed: 5/10/1996 Expires: 12/4/2023 (Expired) Type of License: Affiliate Broker History: None

Respondent is one of the affiliates in the related case. Respondent's former principal broker stated that the Respondent retired their license and provided a copy of the TREC-1 form and the check that was sent to the Commission to pay for processing of the retirement status. Respondent did not respond to the complaint but there is no evidence of unlicensed activity.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

34. 2026006631
Opened: 2/2/2026 Unlicensed History: None

Complainant and Respondent are both licensees. Complainant alleged Respondent contacted Complainant's client directly while the client's home was under an Exclusive Right to Sale Agreement with Complainant's brokerage. Respondent sent a text message offering to market Client's home for a flat fee and emphasized Respondent's experience serving For Sale By Owner clients.

Respondent apologized for the timing of the text message and stated they did not know the home had been listed. Respondent's brokerage purchases FSBO leads from Zillow and stated the home must have been listed after the lead was purchased. Complainant submitted a rebuttal stating that the home belongs to an agent in their office and was "never listed as a FSBO".

Recommendation: Civil Penalty of Five Hundred Dollars ($500.00) for attempting to induce any party to a contract, sale or lease to break the contract for the purpose of substitution in lieu of the contract a new contract, where the substitution is malicious or is motivated by the personal gain of the licensee in violation of Tenn. Code Ann. § 62-13-312(b)(10).
Commission Decision: The Commission accepted counsel's recommendation.

35. 2026007001
Opened: 2/2/2026
First Licensed: 8/2/2021 Expires: 8/1/2027
Type of License: Affiliate Broker History: None
Complainant and Respondent are both licensees. Respondent was the owner/agent for a property Complainant's client wanted to purchase. Complainant alleges they contacted Respondent requesting their email address so they could send over a Letter of Intent and

Respondent was extremely rude. A telephone conference was then set up between Complainant, Respondent and the potential buyers. Complainant alleges Respondent was extremely disrespectful and insulting to the potential buyers.

Respondent stated the Complainant contacted them with an offer of 25% less than asking which they declined. Complainant responded a few moments later with a higher offer, and the clients then contacted Respondent directly. Respondent disputes that they insulted Complainant's clients and stated the Complainant was not on that call. Respondent went on to question Complainant's competence and intelligence and followed up with an email to Counsel stating the Complainant was "stupid" and "an idiot"; that Counsel should tell Complainant to "go f*** (themselves"); and that Complainant is "a cry baby b****". Respondent demanded that the Commission "dismiss this immediately" and that the Commission needed to go back to our work and "leave me to mine."

Recommendation: Letter of Warning regarding the duty to provide services to each party to the transaction with honesty and good faith pursuant to Tenn. Code Ann. § 62-13-403(4).
Commission Decision: The Commission accepted counsel's recommendation.

36. 2026005661
Opened: 2/2/2026 Unlicensed
History: 2021 Consent Order for unlicensed activity
This complaint was opened due to suspected unlicensed activity by the Respondent, specifically operating as an unlicensed property management company. Respondent's website states they are "a property management company with a primary focus of providing full-service property management to investors. We specialize in managing single-family homes and multi-family apartment units in several communities throughout (the area). We understand that efficient property management is the key to ensuring long-term profitability of your investment. We pride ourselves in providing management solutions that make your property PROFITABLE. We have high occupancy rates and low turn over. In addition, we GURANTEE that your property is always properly maintained and occupied with a suitable tenant and offer a 12-month rent guarantee on any home purchased from (related investment company)."
Respondent's attorney ("RA") stated the owner of the company is their client and that Client "does not hold (themselves) out as a licensed realtor in any profile…and continuously informs clients and prospective clients that (they) are not a licensed realtor and cannot sell properties on others' behalf". RA confirmed Respondent manages rental properties (on their own behalf) and "other investors in" their area. RA stated the adult child of the owner of the two companies referenced on the website is a licensed affiliate

broker and asserted there is nothing on any website that would showcase any service that requires a real estate license.

Recommendation: Civil Penalty in the amount of One Thousand Dollars ($1,000.00) for engaging in unlicensed activity by acting as a property management firm without a valid license, in violation of Tenn. Code. Ann. § 62-13-301.
Commission Decision: The Commission voted to accept counsel's recommendation.

37. 2026005671
Opened: 2/2/2026
First Licensed: 10/13/1999 Expires: 4/6/2027
Type of License: Real Estate Firm History: None
This is an administratively opened complaint. An audit for this firm was opened on January 5, 2026. The auditor alleged Respondent was commingling operating funds and escrow funds, including two payments from Respondent's trust account that appeared to be for operational expenses.

Respondent's Principal Broker stated they do not have a trust account and the two payments were made from the business operating account. Respondent provided copies of their bank statements, and everything appeared to be in order.

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

38. 2026006321
Opened: 2/2/2026
First Licensed: 12/7/2012
Expires: 5/27/2026 (Expired- Grace) Type of License: VLS Designated Agent History: None

Complainant reserved and paid in full in advance for a short-term rental for a stay in January 2026. A week before the trip a large winter storm was predicted for the area, and Complainant had concerns about the safety of traveling, particularly with a family member who needed supplemental oxygen. Complainant contacted the Respondent, who managed the property, and canceled the trip and requested a full refund. Respondent refused a refund for the rental fees but did refund the cleaning fee and security deposit.

Complainant alleges Respondent's staff were rude in their communications with the Complainant, and Respondent should have allowed cancellations due to the weather and issued a full refund or credited Complainant's account for a future stay.
Respondent asserted the communications with the Complainant were professional and consistent with the communications sent to other guests during the same weather event and provided a copy of notes made by a staff member after conversations with the Complainant regarding the potential for winter weather. The staff member noted that the Complainant was advised to purchase trip insurance and declined. Respondent stated the road to property remained open, there was no government-mandated evacuation order, and the property remained habitable and available for occupancy the duration of the reserved time.

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

39. 2026004001
Opened: 2/9/2026
First Licensed: 11/14/2003 Expires: 5/26/2027
Type of License: Real Estate Broker
History: 2019 Consent Order for failure to timely receive and forward Complainant's offer to the property seller

Complainant was interested in a 5-acre lot for sale and Respondent was the agent for the Seller. Complainant made three (3) separate offers for the property but another buyer ended up with the lot. Complaint claims they later learned the property sold for less than what they offered and believes the Respondent did not convey their offers to the Seller.

Respondent stated that after they listed the property they were "informed the property was going to be listed in a public auction". The Seller was not accepting offers while already in "pre-auction status" and Complainant could have placed the offer themselves, but Respondent offered to put Complainant's offer in for them. The property was already under contract but that deal fell through and the property went to auction a second time and successfully closed. Respondent stated they kept the Complainant up to date on the status of the property, but they had no control over how the auction and final sale proceeded.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
40. 2026005341
Opened: 2/9/2026

First Licensed: 12/12/2008 Expires: 12/11/2026
Type of License: Affiliate Broker History: None

Complainant was an out of state buyer who was working with the Respondent to find a parcel of land to build a house. Complainant stated they did not have a buyer's representation agreement with the Respondent but Respondent knew they were interested in and wanted to purchase a particular lot. Complainant alleges the Respondent did not present their offer to the Seller and instead purchased the lot for themselves. Complainant provided copies of text messages between the parties that started in July 2025 wherein they discuss the sale of Complainant's home and the purchase of the lot was contingent on that sale so the timeline for purchasing the lot was uncertain. In October Complainant still did not have an offer on their home and texted Respondent asking for information about a home listed for sale near the parcel. On October 23, Complainant asks Respondent to "hold off on doing anything" and they will have to wait until they get a signed offer on their home and will move forward on purchasing the lot at that point unless it's "no longer available."

Respondent provided a statement from the Seller who stated Respondent informed Seller in October that Respondent had family members who were builders and were willing to make a cash offer for the property. Seller at that point had waited several months for Complainant to have the funds to purchase the property and their verbal offer was still contingent on the sale of Complainant's home. Seller chose to accept the cash offer from Respondent's family member knowing that the Complainant's offer was fifteen percent higher because there was no guarantee the Complainant's house would successfully close. Based on the information provided, Counsel recommends dismissal of the complaint.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.
41. 2026006201
Opened: 2/9/2026
First Licensed: 8/5/2005 Expires: 9/7/2026
Type of License: Principal Broker
History: 2018 Letter of Warning regarding failure to supervise an affiliate due to an advertising violation; 2019 Consent Order for failure to supervise an affiliate

An audit for Respondent's firm was opened on June 3, 2025. Seven affiliates who were on Respondent's roster and under their supervision were found to have licenses that expired sixty days or more before the audit but were still affiliated with the firm. The auditor stated they suspected unlicensed activity.

Respondent submitted a response denying any unlicensed activity by the affiliates. Respondent stated they contacted "TREC" and found that there were "instances where TREC records had not been updated correctly…(and they) worked directly with TREC representatives to ensure those records were reviewed and corrected accurately." Respondent asserted on several occasions they "received conflicting information—first that agents were sent email reminders 90 days prior, then that notifications were mailed to the address on file. Ultimately, after speaking with a supervisor, we learned that TREC sends a physical letter only to the principal office, and that reminder practices vary significantly by association" Respondent appears to be unaware that the Commission is not affiliated with local professional associations and seemed to be placing the blame for the failure to renew on not receiving multiple reminders from the Commission to do so. Respondent stated moving forward they have implemented their own internal reminder system and proactively notify agents of renewal deadlines. Respondent asserted none of the licensees referenced in the audit conducted unlicensed activity, and all the licensees either now have an active license (five of them) or have been released (two of them).

Recommendation: Discuss.

Commission Decision: The Commission voted to authorize a formal hearing and issue a Consent Order with a One Thousand Dollar ($1,000.00) civil penalty and also to require the Respondent to complete the residential TREC Core course which will not count toward license renewal for the violation of failure to supervise.

42. 2026006981
Opened: 2/9/2026
First Licensed: 12/10/2019 Expires: 5/8/2027
Type of License: Principal Broker History: None
An affiliate broker under Respondent's supervision received a citation for advertising that did not contain the firm name or phone number on file with the Commission as required by Rule 1260-02-.12(3)(b). Respondent was issued a citation for failure to supervise pursuant to the same Rule and is contesting the citation. Respondent asserted they did not fail to supervise their affiliate; that other licensees should also have been cited for the same violations and so it is inconsistent and unfair to single out Respondent; that they should have been afforded the opportunity to address or correct the alleged issues prior to the issuance of the citation; and that the affiliate did not submit the advertising to Respondent for their review prior to posting.

Recommendation: Five Hundred Dollar ($500) Civil Penalty for violation of Rule 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.

Commission Decision: The Commission accepted counsel's recommendation.

43. 2026007481
Opened: 2/9/2026
First Licensed: 12/4/2017 Expires: 12/3/2027
Type of License: Affiliate Broker History: None

This is an anonymous complaint. Complainant alleged Respondent was advertising property for sale without a written contractual agreement of the owner. Complainant did not provide a copy of the listing.

Respondent stated the advertisement was for an off-market listing, and they had an executed listing agreement and off market form signed by the Seller directing the Respondent to promote the property without putting it on the MLS. Respondent provided copies of those documents.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

44. 2026001041
Opened: 2/9/2026 Unlicensed History: None

Anonymous Complainant alleged Respondent was advertising and acting as an unlicensed property management firm. Complainant provided photos of the Respondent's webpage wherein they advertise their services including "Marketing & tenant screening; Background and credit checks; Lease agreements…Rent collection and monthly payouts."

Respondent stated they briefly managed properties for personal acquaintances and were unaware they needed a license to do so. Respondent stated once they received the notice of the complaint they ceased all property management activities and revised their business website to remove any mention of services that would require licensure.

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

Commission Decision: The Commission voted to issue a Letter of Warning regarding unlicensed activity.

45. 2026004111
Opened: 2/9/2026 Unlicensed History: None

Complainant alleged the property they leased was managed by an unlicensed property manager as of May 2025. Other allegations involving violations of the lease agreement are contractual matters not within the jurisdiction of the Commission and have also been resolved since the complaint was filed.
Respondent provided a copy of the lease agreement that included the name of the property owner. Respondent clarified they were a partial owner of the company that owned the property and managed the property on behalf of the company. Complainant was unaware of Respondent's ownership interest when they filed the complaint. Additionally, the named Respondent is a separate company/entity that is not related to the allegations in the complaint.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

46. 2026006851
Opened: 2/9/2026
First Licensed: 2/28/2013 Expires: 2/27/2027
Type of License: Real Estate Firm History: None

Complainant is a neighbor of a home managed by Respondents on behalf of the owners. A fence that Complainant alleged was owned by the neighbor fell onto Complainant's property, and Complainant alleged Respondent would not acknowledge the fence belonged to their client and would not provide the contact information for the owner of the property. Complainant, however, included a copy of an email exchange a few years prior with the owners that included not just the email address but also the owner's name and contact information. Complainant also alleged unlicensed activity by the employee who refused to provide the contact information to the Complainant.

Respondent denied any wrongdoing and stated they do not provide client contact information. Subsequent to the filing of the complaint the Complainant and client communicated with each other directly regarding repairs to the fence. There was insufficient evidence of any unlicensed activity by the employee who communicated with the Complainant.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

47. 2026007241
Opened: 2/9/2026
First Licensed: 11/4/2021 Expires: 11/3/2027
Type of License: Real Estate Firm History: None
Complainant and Respondent are both licensees. Complainant alleges Respondent is operating a real estate school and their firm in the same facility in violation of Tenn. Rules & Regs. 1260-05-
.06(1)(a). Complainant provided photos of the building housing both the firm and the real estate academy with their signs clearly posted. The firm is located in "Suite A" while the academy is located in "Suite C".

Respondent stated the building is a multi-tenant office building and the firm and academy operate separately out of two (2) of the seven (7) commercial spaces. Respondent stated the suite occupied by the academy is used for that purpose only, and that the two entities have their "own operating accounts, marketing materials, advertising platforms, and merchant/payment processing accounts."

Recommendation: Discuss. (Dismiss)

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

48. 2026007491
Opened: 2/18/2026
First Licensed: 1/30/2007 Expires: 9/15/2026
Type of License: Real Estate Broker

History: 2014 Consent Order; 2023 Consent Order for failure to provide written notification of agency relationship

Complainant is an out of state owner of a multi-tenant property. Complainant alleged Respondent acted as the agent for both the Complainant/Buyer and Seller when the Complainant purchased the property three (3) years ago. Complainant then contracted with Respondent to manage the property. Complainant became unhappy with Respondent's management and terminated the contract. Complainant alleges Respondent did not remit almost $3,000 in rent monies; failed to account or transfer $5,000 in security deposits once the contract was terminated; failed to maintain accurate records of expenses; and failed to disclose that water service for the property was the owner's responsibility. Complainant alleges they received a water bill totaling $10,427.00 which had accumulated without notice or disclosure prior to purchasing the property.

Respondent provided a copy of the executed Confirmation of Agency Status wherein Respondent was designated as the "Transaction Broker/Facilitator (Not an Agent for Either Party"). Respondent stated they had difficulty collecting rent from the tenants but they kept the Complainant informed via emails and spreadsheets showing monies collected and expenses paid for repairs. Respondent provided copies of receipts for hardware store purchases that appear to be for repairs. Respondent stated the Complainant did not provide money for any of the repairs upfront despite the management agreement requiring $1000 to be placed in escrow by the Complainant for that purpose. Respondent stated they had to evict several tenants for non-payment of rent, and they used rent proceeds to pay for fees and repairs and provided receipts and an accounting every month. Regarding the rent monies that were not paid to the Complainant, Respondent stated they "agree to pay" an amount close to what Complainant said they are owed but asserted it was "not a failure to remit rents; the discrepancies included reimbursement (of) management fees and unpaid invoices." Respondent also stated that in order to "fully resolve the complaint" the security deposits were available to the Complainant in December 2025 but then confirmed they were supposed to deliver the check to Complainant "and failed to complete delivery as instructed."

Recommendation: Civil Penalty of One Thousand Dollars ($1,000.00) for failing to timely remit money to the Complainant in violation of Tenn. Code Ann. § 62-13-312(b)(5).
Commission Decision: The Commission accepted counsel's recommendation.

49. 2026007681
Opened: 2/18/2026

First Licensed: 8/10/2018 Expires: 8/9/2026
Type of License: Affiliate Broker History: None

Anonymous complainant alleged Respondent transferred to a new firm almost a year ago yet continues to advertise and represent themselves as affiliated with their previous firm. Complainant provided screenshots of three posts wherein Respondent is shown as a member of a their previous firm, although the posts are all undated.

Respondent stated they transferred to their new firm less than two weeks prior to the complaint being filed, which was confirmed by Counsel. Respondent stated they co-owned the previous firm and were in the process of shutting the company down and structuring a buy out of the current ownership. Respondent does not have control of third-party websites that aggregate advertising or listings and denied intentionally misleading anyone or ever advertising they were with a firm that they were not affiliated with. Their current firm confirmed the date of their affiliation, and recent advertising by Respondent viewed by Counsel does appear to be compliant.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel's recommendation.

50. 2026008121
Opened: 2/18/2026
First Licensed: 11/3/2014 Expires: 8/23/2027
Type of License: Principal Broker
History: 2023 Consent Order for advertising in a false and deceptive manner

Respondent is a licensee in Tennessee and a neighboring state. Complainant submitted an application to lease a home in the neighboring state, and Respondent texted that the application was approved. Complainant paid the security deposit and first month's rent that same day but before any lease agreement was executed. That afternoon, Complainant was notified they would not be able to lease the property because the owner doesn't allow pets and the Complainant owned two small dogs. Complainant alleges Respondent did not act with reasonable skill and care by accepting the payments and approving the application knowing that Complainant had pets. Complainant also alleged contract violations that are not within the jurisdiction of the Commission.

Respondent stated the property was advertised with the "no pet" policy and that Complainant's application was approved based on a soft pull of their credit. When the lease agreement was drafted it was noted that Complainant had pets, so Complainant was notified they were not eligible to lease the property and all payments made were refunded. There is insufficient evidence of any violation over which the Commission has jurisdiction.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
51. 2026008611
Opened: 2/18/2026
First Licensed: 4/19/2021 Expires: 4/18/2027
Type of License: Affiliate Broker History: None

Complainant alleged they contacted Respondent information regarding a mortgage. Respondent suggested they meet in person, then pursued a personal relationship with Complainant. Complainant asked Respondent to stop contacting them and alleges Respondent is harassing them. Complainant provided copies of some text messages that weren't threatening and seem to be referencing a debt allegedly owed to Complainant.

Respondent denied wrongdoing and stated the matter was a personal one between the parties. The allegations do not involve any transaction or matter that would be within the jurisdiction of the Commission.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

52. 2026004121
Opened: 2/18/2026
First Licensed: 2/25/2021 Expires: 5/11/2027
Type of License: Real Estate Firm History: None
Complainant was Seller and Respondent was acting as a dual agent for the Complainant and Seller. Respondent's affiliate entered into a listing agreement with the Complainant on August 30, 2024 that expired on May 27, 2025. On June 8, 2025, Complainant and Buyer entered into a purchase agreement with Respondent acting as the dual agent for the parties. Complainant provided a copy of the Confirmation of Agency Status/Disclosed Dual Agent executed by the parties. The closing was initially scheduled for September 2025 but apparently by agreement of the parties was extended to January 2026. The sale did not go through, and Complainant requested a complete copy of the file from the Respondent. Respondent has refused to provide Complainant a copy of the file and advised them to obtain a subpoena or court order. Complainant alleges Respondent's refusal is "against fiduciary duty" owed to them by their agent. Complainant clarified

they were requesting items such as "emails, text messages, phone logs, etc. in which (Respondent) communicated with the buyer."
Respondent stated they provided a copy of every document signed and agreed to by the Complainant "such as the listing agreement, purchase agreement, exhibits" and amendments when initially requested in December 2025.

Tenn. Code Ann. § 62-13-404(2) states that a licensee has a duty to "Be loyal to the interests of the client. A licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where the loyalty duty would violate licensee's duties to a customer under § 62-13-402 or a licensee's duties to another client in a dual agency." As the clients in this matter may have opposing interests due to the collapse of the sale, there is insufficient evidence that Respondent is in violation of the *Broker Act* by refusing to provide the requested documents.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
53. 2026007531
Opened: 2/18/2026
First Licensed: 10/14/2014 Expires: 10/13/2026
Type of License: Real Estate Firm History: None

This is an administratively opened complaint. Respondent firm was notified via mail and email on December 31, 2025, and January 8, 2026, they were being audited and directed to submit specific financial documents. Respondent requested an extension to January 23, 3026, but Complainant alleges they did not submit the documents. On February 2, 2026, this complaint was opened for failure to comply with an audit and Respondent was notified that a response was required within ten days.

Respondent responded to the complaint on February 9, 2026, and provided a copy of responses emailed to the auditor on January 8, 2026, and January 20, 2026. Respondent explained their accountant was on medical leave and then followed up with what they believed were the documents responsive to the auditor's request. Respondent also asked for clarification if any additional information or documents were needed but it does not appear there was a response, so Respondent thought they had complied and the matter was closed.

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

54. 2026007541

Opened: 2/18/2026 First Licensed: 5/2/2022 Expires: 5/1/2028
Type of License: Real Estate Firm History: None
This is an administratively opened complaint. Respondent firm was notified via mail and email on December 31, 2025, and January 8, 2026, they were being audited and directed to submit the requested financial documents. Respondent allegedly did not respond to the auditor's request. On February 2, 2026, Respondent was notified of a complaint for failure to comply with an audit had been opened and a response was required with ten days.

Respondent provided a response to the complaint on February 9, 2026. Respondent provided copies of their previous response to the audit and a letter dated January 30, 2026, from the auditor confirming receipt of the records and that there were no violations found.

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

55. 2026001351
Opened: 2/26/2026
First Licensed: 7/12/2004 Expires: 7/26/2027
Type of License: Principal Broker
History: 2021 Consent Order for unlicensed activity; 2024 Close and Flag; 2025 Letter of Warning regarding duty to provide services to each party to the transaction with honesty and good faith

Respondent is the principal broker of the affiliate in the related complaint. **REC-2026001341 (#16).** Complainant alleged Respondent failed to supervise their affiliate. Respondent did not respond to the complaint.
Recommendation: One Thousand Dollar ($1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2).
Commission Decision: The Commission accepted counsel's recommendation.
56. 2026008231
Opened: 2/26/2026
First Licensed: 10/12/2011 Expires: 8/30/2026
Type of License: Real Estate Broker History: None

Anonymous Complainant alleged they purchased a home and the Sellers did not disclose any issues. Complainant stated the property had a damaged foundation and termite damage as well as electrical issues. Complainant provided a copy of a home inspection

report that documents suggested repairs; however, it was not clear from the complaint when the inspection was done. Complainant did not clarify Respondent's role in the purchase of the home.
Respondent stated they were the agent for the Sellers. Complainant and Sellers entered into a purchase agreement but the agreement fell through and the sale did not close. Respondent asserted the parties went through the standard inspection process with repairs requested; Seller declined; and the parties agreed to a Mutual Release. There is insufficient evidence of a violation of the Rules or *Broker Act*.

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

57. 2026005571
Opened: 2/26/2026
First Licensed: 4/13/1983 Expires: 5/31/2027
Type of License: Real Estate Firm History: None
Complainant owns several rental properties and entered into a property management agreement with Respondent firm. Complainant alleges Respondent was operating one of the properties as group or organizational housing accommodating multiple unrelated adults without informing Complainant and in violation of the property management agreement. Complainant alleges the use of the property in this unauthorized manner has led to multiple code violations and deterioration of the property. Complainant also alleges Respondent has refused to provide inspection reports, maintenance reports or proof of renters insurance, among other documents on several properties, and returned the security deposits to tenants without approval of the Complainant.

Respondent stated they advised the Complainant that they sometimes "partner with grant-funded ministries and shelter programs for qualified tenants who meet standard screening criteria" and the Complainant agreed to the group tenancy at the specified property. Respondent denies the property deteriorated from its original condition outside general wear and tear. Respondent stated under the agreement the "Complainant retained broad control over repair authorization levels, inspection expectations, and ultimate business decisions, and frequently directed how and when repairs were to be performed and how funds were to be disbursed. The relationship was inherently collaborative and owner-driven, not one in which Respondent or its agents unilaterally dictated property-level decisions." Respondent again denied the use of the property as a transitional home was unauthorized or without the Complainant's knowledge, and it was not specified in the agreement whether or not the property could be used for that purpose. Respondent also stated the tenant of the property had several interactions with the Complainant and their

contracted repairmen during their tenancy, so the assertion the Complainant did not know or approve of the tenancy would be disputed by the tenant. Regarding the return of the security deposit, the parties dispute how it would be determined how much if any of the deposits would be returned, which is a contractual issue and not under the jurisdiction of the Commission. Based on all 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.

58. 2026010171
Opened: 3/10/2026
First Licensed: 5/21/2019 Expires: 10/25/2026
Type of License: Principal Broker
History: 2024 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

Complainant and Spouse are separated, and Respondent is a licensee and a family member of Spouse. Complainant alleged Respondent agreed to sell the marital home without Complainant's consent. Complainant learned the home was under contract when the title company reached out to them. Complainant states they then contacted Respondent who was dismissive and rude and has continued to "keep them out of the loop" regarding the sales process.

Respondent stated they were approached by Spouse to sell the marital home and were told they did not know where the Complainant was located. Once Respondent was put in touch with Complainant, Respondent says they were the one who supplied the title company with their contact information so the sale could move forward. The closing was delayed several times due to the Buyer's inability to finance the purchase, but Respondent asserts they kept in contact with the Complainant and let them know when there were any updates with the Buyer and also assured them the home could not be sold without Complainant's permission. 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.

59. 2026011631
Opened: 3/10/2026
First Licensed: 10/22/2008 Expires: 8/13/2026
Type of License: Principal Broker
History: 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025 Letter of Warning for an advertising violation
Complainant and Respondent are both licensees. Complainant was Respondent's affiliate until they retired their license effective January 1, 2026. Complainant alleges Respondent continued to charge Complainant an "office fee" in January and February. Complainant states they are owed a refund by Respondent but does not point to any Rule or portion of the Broker Act that would give the Commission jurisdiction over the disputed fee. Respondent asserted the fee was appropriately charged based on the status of the Complainant's license and their failure to cancel their local association membership until mid-January. Based on the documents and correspondence provided, it does not appear that the Commission has any jurisdiction over this matter.

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

60. 2026011941
Opened: 3/10/2026
First Licensed: 3/11/1996 Expires: 1/11/2027
Type of License: Principal Broker
History: 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

Complainant and Respondent are both licensees. Complainant alleged Respondent falsely advertised they were affiliated with Complainant's firm despite Complainant's refusal to join in a partnership with Respondent. A review of Respondent's history does not show any affiliation with Complainant's firm. Complainant provided a screenshot of a public post on a social media platform wherein Respondent stated:

"To let my clients and friends know, I have moved onto a new adventure. I have now started my own Real Estate Firm with (three named licensees) in coordination with (two named licensees) and (Complainant), Owners of (Complainant's Firm) on "Smith Road". This will be a great Team effort with us all with great things to come. So of course, remember if you have anything to sell or want to buy give us a holler."

Respondent stated they have already established their firm and received approval from the Real Estate Commission for their firm name. Respondent stated the other two owners of Complainant's firm have chosen to participate in "collaborative efforts" but did not explain why they advertised with Complainant's firm name when they were not affiliated with that firm.

Recommendation: Five Hundred Dollar ($500.00) civil penalty for violation of Tenn. Comp.
R. & Regs. 1260-02-.12(3)(f).
Commission Decision: The Commission accepted counsel's recommendation.

61. 2026005641
Opened: 3/10/2026 Unlicensed History: None
This complaint was opened due to suspected unlicensed activity by the Respondent, specifically acting as an unlicensed property management firm. The complaint was sent out for a response but was returned unclaimed/unable to forward. Counsel has recently been able to track down an address and asks that this complaint be closed. Counsel will submit the information to the program staff to open a complaint against the named Respondent with the updated contact information.

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

62. 2026002961
Opened: 3/10/2026
First Licensed: 8/12/2024 Expires: 8/11/2026
Type of License: Vacation Lodging Service Firm History: None

Recommendation: Defer to next Commission meeting.

Commission Decision: The Commission voted to defer this complaint to the next Commission meeting.

63. 2026006121
Opened: 3/16/2026
First Licensed: 3/21/2005 Expires: 2/4/2026
Type of License: Principal Broker (Expired Grace)

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

This is an administratively opened complaint. Respondent was notified their firm was the subject of an audit and did not respond to the request for documents. This complaint was then opened for failure to comply. Attempts to reach the Respondent have not been successful, and all correspondence sent to their email address and their mailing address has been returned undeliverable.

Recommendation: Discuss

Commission Decision: The Commission voted to authorize a formal hearing and to issue a Consent Order for revocation.

64. 2026008001
Opened: 3/24/2026
First Licensed: 7/12/2004 Expires: 7/26/2027
Type of License: Principal Broker
History: 2021 Consent Order for unlicensed activity; 2024 Close and Flag; 2025 Letter of Warning regarding duty to provide services to all parties to the transaction with honesty and good faith

Complainant alleges they contracted with Respondent to build a "tiny home" in July 2024 that would be located in a community specifically marketed for that purpose. As of February 2026, the project was not completed and Complainant alleged multiple failures of the Respondent to address issues including payment of subcontractors and lack of promised amenities.

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

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

Commission Decision: The Commission accepted counsel's recommendation.

TIMESHARES:

65. 2026006741

Opened: 2/18/2026
First Licensed: 9/28/1994 Expires: 6/18/2027
Type of License: Real Estate Firm History: None
Complainant alleges Respondent engaged in deceptive sales practices, misrepresentations, unauthorized credit activity, and refusal to respond to a rescission request they admitted receiving. Complainant stated the accommodations were not of the quality promised during the presentation; the usage rights were not as described; the resale rights promised were in fact essentially worthless; they were told there would be no special assessments, which was false; the maintenance fees were materially higher than represented; and Respondent opened a credit card to finance Complainant's purchase without their consent. Complainant provided copies of emails sent to Respondent requesting rescission which are dated approximately one month after they executed the purchase agreement and after using the Respondent's services on at least one occasion. Complainant also provided a copy of the sales agreement executed by the parties, which included the estimated "use assessment" for the first year and an acknowledgement signed by the Complainant that yearly assessments would be made. The Complainant also acknowledged and signed the ten-day right of rescission. Many of the allegations contained in the complaint involve alleged breach of contract or citations to another state's law or Federal law regarding rescission rights or consumer credit information and are not within the jurisdiction of the Commission. Complainant did follow up and stated that their own credit card servicer found that a credit card was opened in Complainant's name without their permission and removed the associated activity from their credit report.

Respondent provided a timeline for the execution of the agreement by the Complainant along with their communications with them in the weeks that followed assisting the Complainant in using their planned stay at one of Respondent's properties. They acknowledged receiving the Complainant's request to terminate the contract but explained it was outside of the ten-day rescission deadline. Respondent stated the Complainant confirmed a reservation at another property for a later date just a few days after their communications with them regarding their options under their sales agreement. Respondent denied any wrongdoing, and there is insufficient evidence of a violation of the Rules or *Broker Act*.

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

66. 2026003341
Opened: 3/10/2026
First Licensed: 8/27/2008 Expires: 8/26/2026

Type of License: Time Share Registration History: None

Complainant is an owner of a timeshare and asked the Commission to assist them in terminating their contract with Respondent. Complainant executed the contract with Respondent in 2023. Complainant alleges fees have increased every year; it has become a financial burder and they have been unable to use the timeshare as promised. Complainant asked for assistance in cancelling the contract.

Respondent provided a copy of the transaction documents executed by the Complainant. Respondent stated the costs and responsibilities were explained at the time of purchase, and Complainant acknowledged they understood the financing and terms when they signed the documents. As both the ten-day rescission period has long passed as well as the statute of limitation for complaints to be filed, the Commission does not have jurisdiction over this matter.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

67. 2026008881
Opened: 3/30/2026
First Licensed: 8/23/2017 Expires: N/A
Type of License: Time Share Registration History: None
Complainant alleged they purchased a time-share interest in 2024 after being assured it would be a good long-term investment by Respondent but has instead become a financial burden. Complainant asked that the Commission cancel their contract with Respondent. Respondent stated the Complainant entered their initial contract in April 2023 with subsequent purchases in September 2023; and October 2024. During each transaction the rights and responsibilities of the Complainant were explained by the Respondent and acknowledged by the Complainant. Respondent provided copies of the transaction documents and the ten-day right to rescission was acknowledged by Complainant.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

<u>**CASES TO BE REPRESENTED**</u>
68. 2022038771
Opened: 1/18/2023

First Licensed: 11/27/2007 Expires: 12/22/2024
Type of License: Principal Broker History: None

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

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

Recommendation: Downgrade license to affiliate real estate broker. Commission Decision: The Commission accepted counsel's recommendation.
<u>New Information</u>: Respondent asserted they completed the hours through a vendor, provided a copy of the reported hours from the provider and did not understand why the proof of completion was not forwarded to the program. Respondent remains in compliance with their hours.
<u>New Recommendation</u>: Issue a Letter of Warning.
<u>New Commission Decision</u>: The Commission voted to accept counsel's recommendation.

69. 2024035641
Opened: 8/5/2024
First Licensed: 8/27/2013 Expires: 8/12/2025 (Expired) Type of License: Principal Broker History: 2022 Letter of Warning

Complainant is a property owner that contracted with Respondent to manage their rental unit. The property was leased to Tenant in June 2023, and Respondent collected a security deposit from Tenant in the amount of $1650 in addition to first month's rent and accepted a $500 repair deposit from Complainant. Complainant attempted to terminate the agreement with Respondent in October 2023 due to Respondent's failure to communicate with both Tenant and Complainant. The contract with Respondent terminated May 31, 2024, and Complainant sent timely notice in April that they were not renewing the contract and to transfer the security deposit into a specific bank account. Complainant alleges Respondent ignored multiple requests from both Complainant and Tenant to return the deposit until finally Respondent sent an email in June stating they had mailed a check to Complainant. Complainant never received the security deposit and Respondent ceased all communication with both Complainant and Tenant. Complainant provided copies of the deposit sent to Respondent; property management agreement; the emails and texts to Respondent from Complainant and Tenant requesting the return of the deposits; and the message from Respondent to Complainant stating that the check was in the mail. Complainant contacted Legal Counsel and advised that since they filed the complaint, Respondent agreed to return the deposit but has again ceased communicating with Complainant. Complainant also paid the security deposit to Tenant out of their own funds and provided a copy of that receipt.

Respondent did not respond to the complaint, and the mailed copy of the complaint to Respondent was returned "undeliverable".

Recommendation: Discuss.
Commission Decision: The Commission voted to revoke Respondent's license for violation of Tenn. Code Ann. §§ 62-13-313(a)(2) and 62-13-403(1) and (6).

<u>New Information</u>: Complainant informed Counsel the Respondent returned the funds to Complainant and has asked for the complaint to be dismissed. Complainant made clear to Counsel they will not testify at a hearing if asked to do so.
<u>New Recommendation</u>: Close and flag.

<u>New Commission Decision</u>: The Commission accepted counsel's recommendation.

70. 2024035651
Opened: 8/5/2024
First Licensed: 8/16/2021 Expires: 8/15/2025 (Expired) Type of License: Real Estate Firm History: None

Respondent is the firm of the Respondent in **related complaint REC-2024035641 (75)**. Respondent did not provide a response to the complaint.

Recommendation: Discuss.
Commission Decision: The Commission voted to revoke Respondent's license for violation of Tenn. Code Ann. §§ 62-13-313(a)(2) and 62-13-403(1) and (6).
<u>New Information</u>: Complainant has asked for the complaint to be dismissed and has made clear they will not testify at a hearing when asked to do so.
<u>New Recommendation</u>: Close and flag.

<u>New Commission Decision</u>: The Commission accepted counsel's recommendation.

71. 2023010561
Opened: 4/17/2023 First Licensed: 4/6/2021
Expires: 4/5/2023 (Expired, Active) Type of License: Affiliate Broker History: None

Complainant is a principal broker; Respondent is a former employee and licensee. Complainant states that Respondent was released at the end of January for not following instructions and operating outside of firm policies and was not affiliated with another firm. In March of 2023 Respondent posted on their Facebook page that they were still an agent and planned on operating "by personal referral only".

Respondent's license expired on April 5, 2023, and notice of the complaint was received by Respondent on April 15, 2023. Respondent did not respond to the complaint and appears to have moved out of state.
Recommendation: $1,000 civil penalty for a violation of Tenn. Code Ann. § 62-13-301, which states, "it is unlawful for any person to directly or indirectly engage in or advertise or claim to be engaging in the business of or acting in the capacity of a real estate broker or affiliate broker without first obtaining a license."

Commission Decision: The Commission accepted counsel's recommendation.

<u>New Information</u>: All correspondence sent to Respondent has been returned unclaimed or unable to forward.

<u>New Recommendation</u>: Close and flag.
<u>New Commission Decision</u>: The Commission accepted counsel's recommendation.

72. 2023019011
Opened: 5/30/2023 First Licensed: 1/5/2021
Expires: 1/4/2023 (Expired)
Type of License: Real Estate Firm History: None

Complainant is a licensee; Respondent is a licensee with an expired license as of January 4, 2023. Complainant alleges that Respondent has an active listing as of April 2023 and provided the MLS listing of Respondent.

Respondent refused service of the certified letter of complaint and did not respond to the complaint.

Recommendation: $1000 civil penalty for unlicensed activity and $1000 for failure to respond to the complaint.

Commission Decision: The Commission accepted counsel's recommendation.

<u>New Information</u>: All correspondence sent to Respondent has been returned unclaimed or unable to forward, and there is no evidence of any online activity since April 2023.

<u>New Recommendation</u>: Close and flag.

<u>New Commission Decision</u>: The Commission accepted counsel's recommendation.
Aerial Carter New Complaints:
73. 2025074181
Opened: 1/6/2026
First Licensed: 8/28/1995 Expires: 8/26/2027
Type of License: Affiliate Broker History: None
The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent had a criminal record and shouldn't be licensed. A copy of a mugshot was included with the complaint.
The Respondent stated that they have never been convicted of a felony. They stated that they had a background check to check their history and make sure that someone wasn't using their identity. A copy of the report was attached to their response. They also stated that they didn't know the Complainant and the allegations were too vague to respond to. The mugshot attached was of a face and had no identifying information such as a name, date of arrest, or location the picture was taken. Furthermore, the complaint didn't state what type of conviction that the Respondent allegedly had. The letter provided by the Respondent was titled "Tennessee Criminal History Records Request." It stated that a person with the Respondent's name didn't have an associated criminal history, but it doesn't appear that a fingerprint was provided to ensure that the record belonged to the individual that was requested.

Based on the lack of information provided and it not being related to a real estate transaction, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

74. 2025074241
Opened: 1/6/2026
First Licensed: 12/3/2013 Expires: 12/2/2027
Type of License: Principal Broker History: None
The Complainant is a real estate professional. The Respondent is a Principal Broker. The Complainant stated that they were a former agent at the Respondent's firm. They left in April of 2025 and in July of 2025 it was brought to their attention that a new website was created for a team at the firm. On the website, there was a picture of them, a quote, and their name listed as an agent with the Respondent's firm. The Complainant's new broker stated that another former affiliate had requested that their likeness be removed. The other affiliate's picture was removed but not theirs. The Complainant asked their broker to reach out to the Respondent and ask to remove it, but there were no changes to the website.

The Respondent stated that the website was a legacy page that was created before the Complainant left the firm in April of 2025. The Respondent stated that they became aware of the concern on December 17, 2025, when they received a text message from the Complainant's broker. After they received the message, they promptly addressed it. The Respondent stated that they had no intention to falsely affiliate the Complainant or use their likeness for personal or professional gain. They stated that it was an administrative oversight tied to the legacy website and not willful misconduct. The response included screenshots of the text messages between the Respondent and broker.

Here, the Complainant became aware of their picture being on the Respondent's website in July 2025. However, they didn't request that it be removed by the Respondent or attempt to contact them to resolve the matter. The only action appears that they monitored the Respondent's website for months then decided to speak with their broker. On December 17, 2025, the Complainant's broker asked that the picture be removed, which was done. The same day, the Complainant filed the complaint. On December 19, the Complainant requested to withdraw the complaint. Based on the information provided, Counsel recommends that this matter be dismissed.

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

75. 2025074511
Opened: 1/6/2026
First Licensed: 2/1/2019 Expires: 1/31/2027
Type of License: Affiliate Broker History: None

The Complainant is a licensed real estate professional. The Respondent is an Affiliate Broker. The Complainant stated that they were working with a buyer and they had an exclusive buyer's representation agreement. On September 4, 2025, the buyer cancelled a contract on a property due to issues with the home inspection. They spent the weekend showing the buyer various homes. However, on September 8, 2025, their lender notified them that the buyers went under contract for a different property with the Respondent. They called the Respondent to let them know that the buyers were working with them. The Respondent told them that they wouldn't honor the buyer's agreement since they had already worked out a deal with the buyer. Complainant alleged that the Respondent interfered with their commission by representing clients that already had an exclusive buyer's representation agreement with them.

The Respondent stated that they were contacted directly by the buyers regarding the sale of their personal property. The Respondent acted as the seller and listing agent. The Respondent stated that they asked the buyers if they were represented when they came to tour the property. The buyers told them that they worked with a realtor before, but it didn't work out. After they were told that the buyers weren't represented, they agreed to reduce the purchase price by $10,000 since a buyer-agent commission wouldn't have to be paid. The buyer requested that they prepare the offer for them. The Respondent stated that there was no buyer-agent commission that was offered, negotiated, or paid to any party. After the property was already under contract, they received a call from the Complainant who asked to pay the Complainant's commission. The Respondent told the Complainant that they wouldn't agree to compensation. They stated that they only acted as a seller and owner. They stated that they didn't seek to interfere with or have knowledge of a representation agreement between the Complainant and the buyers.

Tenn. Code Ann. §62-13-406(c) states "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 wasn't aware of the agreement between the buyer and the Complainant. Both parties stated that the Complainant only contacted the Respondent after there was a binding agreement to purchase. It appears that the buyers were mistaken or withheld information related to the Complainant's representation. As a result, the Respondent relied on the buyers' statements. The information doesn't indicate that the Respondent knew or should have known about the previous buyer agreement. Therefore, Counsel recommends that this matter be dismissed.

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

76. 2025074701
Opened: 1/6/2026
First Licensed: 3/2/2000 Expires: 11/22/2027
Type of License: Affiliate Broker
History: 2016 Consent Order for allegations of making a willful misrepresentation
The Complainant was a party in a chancery court. The Respondent is an Affiliate Broker. The complaint was a series of various documents that appeared to be related to property that the Complainant was removed from via injunction.

The Respondent's principal broker provided a response on their behalf. The Respondent listed the subject property but didn't represent the Complainant during the transaction. The transaction occurred after the homeowner passed away. The siblings obtained the legal authority to sell the property. The Respondent was appointed to sell the property by the rightful owners.

Based on the court documents provided, the Respondent was granted permission by a lawful court. It's unclear what the Complainant's connection is to the property, but it appears that they didn't have a legal right to the property. On of the court documents prevented the Complainant from being at the property or attempting to interfere with the sale of the property. Therefore, Counsel recommends this matter be dismissed.

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

77. 2025075051
Opened: 1/6/2026
First Licensed: 2/11/2015 Expires: 3/25/2028
Type of License: Principal Broker History: None
The Complainant is a real estate professional and represented the buyer in a real estate transaction. The Respondent is a Principal Broker and represented the seller. The Complainant stated that they submitted an offer on behalf of their client. The offer designated that the Complainant would receive a three percent (3%) commission. The sellers submitted a counteroffer which included a two percent (2%) commission. A second offer was sent by the Complainant that didn't include language related to their commission. The last offer was accepted by the seller on November 23, 2025. Three days later, the Complainant asked about title company. On December 2, 2025, the Respondent let them know that the commission wouldn't be honored because the commission wasn't included in the contract that was bound by the parties. The Complainant alleged that the

Respondent failed to uphold the agreement related to the commission they were entitled to.
The Respondent stated that they received a call from the buyer's son on November 17, 2025, who asked to schedule a showing for the property. They met the buyer and their son at the property. During the tour, the buyer didn't disclose an agency relationship. On November 22, 2025, they received an offer from the Complainant. It was the first time they were aware that the Complainant was connected to the buyer. Prior to that, there was no contact from the Complainant. In the second counteroffer by the buyer, the Complainant submitted an offer that was $100,00 over the previous negotiation. In good faith, they let the Complainant know that they believed that there was a mistake with the offer price. The Complainant corrected it. The commission wasn't included in the revision. They only became aware of the discrepancy when the title company called to ask about the commission.

Based on the information provided, this appears to be a contract and commission dispute. The Commission doesn't have authority over contract disputes. Additionally, the Commission doesn't interfere with commission disputes. Therefore, Counsel recommends this matter be dismissed.

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

78. 2025075121
Opened: 1/6/2026
First Licensed: 1/19/2017 Expires: 6/16/2027
Type of License: Real Estate Broker History: None
The Complainant was a seller in a real estate transaction. The Respondent is a Real Estate Broker. The Complainant stated that in June 2025, they asked the Respondent about an offer they received in May. They were told that the counteroffer was declined, without their consent. They asked them to reach out to the prospective buyer to accept the offer, but it didn't happen. The property was listed with the Respondent, and they had to ask about showings, open houses, listing contracts, etc. When their listing contract was set to end in July 2025, they worked with a new realtor. However, on June 23, 2025, the listing still showed that it was listed with the Respondent.

The Respondent was the listing agent. The response didn't address the allegations but indicated that they had taken legal action against the Complainant related to a joint venture and a dispute over $19,000.

The information provided by both parties mainly focused on a transaction and complaint filed with the contractor's board. The only relevant portion that would be related to the Commission would be the listing agreement. Based on the Complainant's statement, the listing agreement was supposed to end on July 31, 2025. The Complainant started working with a new realtor in June 2025, prior to the agreement being terminated. Counsel finds Complainant's allegations related to the Respondent listing the Complainant's property after the agreement to be unfounded.

Based upon all these facts, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

79. 2025076291
Opened: 1/20/2026
First Licensed: 2/24/1999 Expires: 3/30/2028
Type of License: Affiliate Broker History: None
The Complainant is an out of state resident. Respondent is an Affiliate Broker. The Complainant stated that they entered an auction contract with the Respondent on September 30, 2023. The terms stated that $3,500 was owed to the Respondent or there was no sale. On November 20, 2023, the parties signed a mutual release from the contract on December 20, 2023. They auctioned property went under contract with another realtor. On August 2, 2024, they became aware of a lien being placed on the property. They asked to the Respondent to remove the lien. The Complainant alleged that the Respondent engaged in fraudulent activity by placing a lien on the property in order to delay or prevent them from closing on the property.

The Respondent stated that after the mutual release agreement was signed, the Complainant still owed $3,500 for advertising fees. They attempted to discuss the fee but didn't hear anything from the Complainant and a lien was placed on the property. In July or August 2024, the payment was discussed. They stated that there was disagreement related to the enforceability of the contract but there was no intention to interfere with the closing and/or transfer of the real estate.

Based on the information provided, this is a contract dispute related to an auction contract. The Commission doesn't have jurisdiction over contract disputes. Additionally, the events occurred over three (3) years ago and the Complainant became aware of the issue over two (2) years ago.

This is beyond the statute of limitations for the Commission. Therefore, Counsel recommends this matter be dismissed.

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

80. 2025077181
Opened: 1/20/2026
First Licensed: 9/28/2023 Expires: 9/27/2027
Type of License: Affiliate Broker History: None
The Complainant was a prospective seller in a real estate transaction. The Respondent is an Affiliate Broker and represented the prospective buyer. The Complainant alleged that the Respondent improperly terminated the contract after the inspection period.

The Respondent and their principal broker submitted a response on their behalf. The Respondent stated that they were following their client's instructions. The property went under contract. During the inspection period the Respondent worked with the listing agent, with the last inspection set for December 29, 2025. The next day, the Respondent sent a repair proposal. Unbeknownst to them, the Complainant was told by their agent that the buyer was outside of the inspection period. The Complainant refused to accept the repair/replacement agreement. There was a disagreement as the date. The principal brokers for the Respondent and seller's agent spoke and suggested that the parties could either submit a new proposal with better terms or present a mutual release. The prospective buyer stated that they wanted to do the release. The next day, the Respondent sent a release, which was signed by the parties.

Based on the information provided, the Respondent followed lawful instructions given by their client. Therefore, Counsel recommends this matter be dismissed.

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

81. 2026000011
Opened: 1/20/2026
First Licensed: 3/12/2019 Expires: 3/11/2027
Type of License: Affiliate Broker History: None
The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent improperly used their credentials as a real estate agent to interfere in a real estate transaction. They also stated that the Respondent failed to make the listing public, which violated their rights.

The Respondent and their principal broker provided a response. The Respondent stated that this matter was an intra-family probate issue and was related to a probate dispute. The subject property was under a conservatorship, and the court-appointed financial conservator had exclusive authority of the access and disposition of the property. The Respondent was not involved in the transaction and only permitted access to the property for conservator-approved arrangements. They stated that there was no conflict of interest or dishonesty.

Based on the information provided, the Complainant and Respondent were in-laws. The matter was adjudicated in probate court. The Complainant asserted that the Respondent violated their rights by having the conservator not post the property publicly and ignoring an offer made by a family member. The documentation provided indicated that a court appointed third party was om charge of the decisions for the property. Therefore, Counsel finds the Complainant's allegations to be unfounded. Additionally, the Commission doesn't have jurisdiction over probate matters. Therefore, Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
82. 2026000041
Opened: 1/20/2026 First Licensed: 5/4/2022
Expires: 5/3/2026 (Retired)
Type of License: Affiliate Broker History: None
An anonymous complaint was filed against the Respondent. The Complainant alleged that the Respondent engaged in cyberbullying. They stated that the Respondent engaged in hostile statements towards the LGBTQ community, attacked PETA, and various attacks on gender. They stated that this occurred on social media.

The Respondent stated that they were unsure what the Complainant was referring to. They stated that their conversations on social media were mostly positive and friendly and denied ever making comments about anyone's race, religion, sexual preference, zip code, economic station or any other factor that may be used to identify someone as a part of a group.

The complaint didn't include any additional information or screenshots to support the claims in the complaint. Since the complaint was anonymous, Counsel could not request additional documentation. Based on the lack of information and vague nature of the complaint, Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

83. 2025074761
Opened: 1/13/2026
First Licensed: 10/17/2019
Expires: 10/16/2027
Type of License: Affiliate Broker History: None
REC-2025074761 (#83) and REC-2026001121 (#84) are related and contain the same allegations.

The Complainant was a prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker and acted as the Complainant's agent. The Complainant toured a property that advertised 3.3 acres. However, during the showing, they were told that some portion of the land might not be included. The Respondent was unable to tell them how much property was disputed or where the boundary lines were. The next day, they viewed the home that was on the property and asked follow-up questions about the acreage and whether the price would be reduced if it wasn't as advertised. They stated that the Respondent was unable to answer their questions. Although the Respondent was unable to provide answer their questions, the Respondent advised them to make an offer that was contingent on the property being as advertised. The Complainant stated that they were uncomfortable making an offer for an undefined amount of land. The property went under contract with another buyer. The Complainant decided to stop working with the Respondent. The Complainant alleged that the Respondent acted unprofessionally by communicating poorly and not having the information for the property. They also stated that the Respondent should not have pressured them or any other potential buyer to proceed without all pertinent information.
The Respondent's principal broker provided a response to the complaint on their behalf. They stated that the Complainant initiated contact through Zillow and requested a tour of the property. The Zillow listing was advertised by the listing agent. At the time of showing, the listing agent disclosed that there was an issue on the seller's side related to a portion of the land that hadn't been finalized with the register of deeds. The Respondent followed up with the listing agent after the showing to get clarification multiple times. However, the listing agent and the seller stated that they were actively working to resolve the matter, but no decision had been made. The listing agent advised the Respondent that the seller received another offer. The Respondent informed the Complainant and explained a standard option available to them when in a competitive situation. After the seller accepted the other offer, they asked to terminate their representation with the Respondent. The request was accepted immediately and confirmed without resistance or further solicitation. The Respondent acted in good faith, communicated transparently, and relied on information provided by the listing agent and public sources.

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

Here, the Respondent was not the listing agent nor the seller. Therefore, it is unlikely that they had the specific information requested by the Complainant regarding the acreage.

Tenn. Code Ann. § 62-13-404(3)(A)(iii) states that the Respondent has a duty to answer, "any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee's expertise." Although the Respondent didn't have all the information related to the acreage, they provided an option for the Complainant to purchase the property and provide a way to leave the deal if it wasn't as advertised.

Counsel finds Complainant's allegations related to failing to provide the requested information related to the acreage to be unfounded. Therefore, Counsel recommends that this matter be dismissed.

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

84. 2026001121
Opened: 1/20/2026
First Licensed: 4/28/2015 Expires: 12/2/2027
Type of License: Principal Broker
History: 2022 Consent Order for advertising violation
REC-2025074761 (#83) and REC-2026001121 (#84) are related and contain the same allegations.

The Complainant was a prospective buyer in a real estate transaction. The Respondent is a Principal Broker and their affiliate acted as the Complainant's agent (Affiliate). The Complainant toured a property that advertised 3.3 acres. However, during the showing, they were told that some portion of the land might not be included. The Affiliate was unable to tell them how much property was disputed or where the boundary lines were. The next day, they viewed the home that was on the property and asked follow-up questions about the acreage and whether the price would be reduced if it wasn't as advertised. They stated that the Affiliate was unable to answer their questions. Although the Affiliate was unable to provide answer their questions, the Affiliate advised them to make an offer that was contingent on the property being as advertised. The Complainant stated that they were uncomfortable making an offer for an undefined amount of land.

The property went under contract with another buyer. The Complainant decided to stop working with the Affiliate. The Complainant alleged that the Affiliate acted unprofessionally by communicating poorly and not having the information for the property. They also stated that the Affiliate shouldn't have pressured them or any other potential buyer to proceed without all pertinent information. They posted a public review about their experience and was contacted by the Respondent. They told the Respondent to stop contacting them. The Respondent sent a laughing emoji and the words "good luck," so they initiated a police report.

The Respondent stated that the Complainant initiated contact through Zillow and requested a tour of the property. The Zillow listing was advertised by their Affiliate, who acted as the listing agent. At the time of showing, the Affiliate disclosed that there was an issue on the seller's side related to a portion of the land that hadn't been finalized with the register of deeds. The Respondent followed up with the Affiliate after the showing to get clarification multiple times. However, the Affiliate and the seller stated that they were actively working to resolve the matter, but no decision had been made. The listing agent advised the Respondent that the seller received another offer. The Respondent informed the Complainant and explained a standard option available to them when in a competitive situation. After the seller accepted the other offer, the Complainant asked them to terminate their representation with the Affiliate. The request was accepted immediately and confirmed without resistance or further solicitation. The Affiliate acted in good faith, communicated transparently, and relied on information provided by the listing agent and public sources.

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

Here, the Respondent was not the listing agent nor the seller. Therefore, it is unlikely that they had the specific information requested by the Complainant regarding the acreage.

Tenn. Code Ann. § 62-13-404(3)(A)(iii) states that the Respondent has a duty to answer, "any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee's expertise." Although the Respondent didn't have all the information related to the acreage, they provided an option for the Complainant to purchase the property and provide a way to leave the deal if it wasn't as advertised. Counsel finds Complainant's allegations related to failing to provide the requested information related to the acreage to be unfounded. Therefore, Counsel recommends that this matter be dismissed.

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

85. 2026001191
Opened: 1/20/2026
First Licensed: 4/21/2009 Expires: 4/20/2027
Type of License: Affiliate Broker History: None
The Complainant was a buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent listed a property with the incorrect square footage. They stated that the Respondent falsely advertised the property's finished living area as "3,210 sq. ft. (Owner Supplied)." The square footage was improperly marketed despite a building permit, that was signed by the seller, and showed the space was 2,600 sq. ft. The public assessor records showed approximately 2,786 sq ft of living area, separate from non-living areas like garages and porches. The Complainant obtained an ANSI measurement after closing, which confirmed 2,864 sq. ft. This consisted of the first floor being approximately 2,240 sq ft and the second floor being approximately 623 sq. ft. The price was determined by the square footage. They stated that the Respondent engaged in deceptive and misleading advertising.

The Respondent stated that the property was initially listed on November 7, 2023. The parties entered a binding contract on February 25, 2024. The Complainant conducted multiple inspections.

That contract was terminated. The property was re-listed on March 13, 2024, and closed on April 2, 2024. The Complainant re-listed the property on August 24, 2024. The square footage was listed with the previously advertised square footage. When the property didn't sell, the Complainant's agent contacted the Respondent and stated that the square footage was 2,401 sq. ft. They told the Complainant's agent that tax records may have discrepancies, but when they listed the property, they relied on the seller's information. They also noted in the listing that the square footage was "owner supplied."

Tenn. Code Ann. § 62-13-406(c) states, 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 Complainant had the chance to verify the square footage before closing on the property. Additionally, the complaint is outside of the statute of limitations. Therefore, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

86. 2025076221
Opened: 1/26/2026
First Licensed: 9/27/2023 Expires: 9/26/2027
Type of License: Affiliate Broker History: None

The Complainant is an out of state resident. The Complainant alleged that the Respondent contacted them on Snapchat and used foul language.

The Respondent stated that although it was related to a personal matter, they acknowledged that they should stay professional at all times, including situations that may indirectly affect their license.

Counsel reviewed the screenshots provided by the Complainant. The messages weren't public and were related to a personal matter. The interaction wasn't related to a real estate transaction. The Commission doesn't have jurisdiction over personal disputes. Therefore, Counsel recommends this matter be dismissed.

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

87. 2025076281
Opened: 1/26/2026
First Licensed: 9/10/2018 Expires: 9/9/2026

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 interfered with an existing exclusive buyer's representation agreement and prevented them from getting a commission that they were entitled to. The Complainant stated that on October 20, 2025, they showed their clients a property. The prospective buyers couldn't afford it, so they left the property. A little over a week later, they toured the property again. The prospective buyers wanted to get the owner's number since they were at all of the showings. The Complainant wrote an offer on their clients' behalf on October 29, 2025. The Respondent didn't respond to the offer within the twenty-four (24) hour deadline. They were told that the Respondent hadn't heard from the seller. Shortly after, the prospective buyer contacted the seller directly. The prospective buyers asked the Respondent to represent them. The Respondent cut them out of the buying process and believes that the Respondent should have to forfeit the commission.

The Respondent stated that the buyers contacted them to see if they could make the deal work by paying the commission. They asked if they were still represented and was told that the buyers terminated the representation agreement. The Respondent made an arrangement with the buyers to take a lower commission on the property that they were trying to buy and in exchange, the Respondent would sell their property and receive a commission. They adjusted the listing agreement with their client and proceeded with closing.
Tenn. Comp. R. & Regs. 1260-02-.02 (8) states "the Commission will not intervene in the settlement of debts, loans, draws, or commission disputes between firms, brokers and/or affiliates."

Here, it appears that the Respondent was aware that the Complainant represented the buyers. However, they relied on the buyers' representation that the agreement was terminated. A copy of the exclusive buyer's representation agreement was not provided. Based on the information provided, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

88. 2026000281
Opened: 1/26/2026
First Licensed: 11/7/2016 Expires: 5/19/2027
Type of License: Principal Broker
History: 2024 Consent Order for failure to exercise reasonable skill and care to all parties to the transaction; 2024 Consent Order for failure to exercise reasonable skill and care to all parties to the transaction
The Complainant submitted the complaint to determine in a violation of the advertising rules had been violated. The Complainant stated that the Respondent and their firm publicly advertised multiple open houses. Part of the advertising included a raffle and one of the prizes was three (3) months of GLP-1. The advertisement did not include disclosures or clarifying language indicating that the prize would be subject to medical evaluation, prescription requirements, or eligibility determinations by a licensed healthcare provider. The post was used in connection with the promotion of real estate services, open houses, and on-site lender pre-approval opportunities. The Complainant stated that they filed the complaint to get guidance on whether advertising a prescription medication, without material disclosures, constitutes misleading or deceptive advertising, improper inducement, or conduct inconsistent with the professional standards expected of Tennessee real estate licensees.

The Respondent stated that the Respondent wouldn't be providing medical advice, diagnosing, treating, prescribing, or practicing medicine in any capacity. The raffle was strictly a promotional giveaway, and all medical services related to GLP-1 treatment would be provided only through a licensed professional. The winner would be referred to the medical professional and would complete a proper medical consultation and clinical screening process, including a review of medical history and assessment for appropriateness and eligibility, before any medication is prescribed or dispensed. No medication would be provided without medical clearance and an established provider patient relationship.

Tenn. Comp. R. & Regs. 1260-02-.33 (1) states:
A licensee may offer a gift, prize, or other valuable consideration as an inducement to the purchase, listing, or lease of real estate only if the offer is made:

(a) Under the sponsorship and with the approval of the firm with whom the licensee is affiliated; and

(b) In writing, signed by the licensee, with disclosure of all pertinent details, including but not limited to:

1. Accurate specifications of the gift, prize, or other valuable consideration offered;
2. Fair market value;
3. The time and place of delivery; and
4. Any requirements which must be satisfied by the prospective purchaser or lessor

The complaint included two (2) screenshots of the Respondent's social media post. The screenshots only provided a portion of the posts. The potential prizes were listed in the promotion and stated that a raffle would be held on a specific date and time. Since the entire post didn't appear to be included, it can't be determined what requirements were listed, if any.

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

Recommendation: Dismiss.

Commission Decision: The Commission voted to authorize a formal hearing and to issue a Consent Order with a Fifteen Hundred Dollar ($1500.00) civil penalty which is for the three violations of Tenn. Comp. R. & Regs. 1260-02-.33 (1).

89. 2026001391

Opened: 1/26/2026
First Licensed: 12/2/2020 Expires: 12/1/2026
Type of License: Affiliate Broker History: None
An anonymous complaint was filed against the Respondent and alleged that they were engaged in unlicensed activities by acting as a real estate company without proper licensing.
The Respondent is an Affiliate Broker. They stated that they were not the owner, administrator, or operator of the social media pages referenced in the complaint, so they don't manage or control those pages. They denied that they acted as a property manager, leasing agent, or
rental broker. When they advertise property, they are compliant with the advertising requirements, including brokerage identification and required disclosures.

Counsel reviewed the screenshots provided by the Complainant. The posts didn't have the same name as the Respondent or indicate that the Respondent was advertising as a property manager. The only connection was what looked like the same profile picture being used, but that is not determinative for a violation. Based on the lack of information and documentation in support of the allegations, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

90. 2026004161
Opened: 1/26/2026
First Licensed: 7/18/2016 Expires: 7/17/2026
Type of License: Affiliate Broker History: None

The Complainant was a prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent failed to disclose material information that the seller didn't have a clear title for the property. Additionally, the parties agreed that everything that was present when they viewed the property would stay after closing. The Complainant took pictures of the contents. At the final walkthrough, they noticed that many personal items were missing from the home including a guitar, pieces of furniture, décor, apothecary jars, etc. On the date that the parties were set to close, the seller couldn't provide a clear title. The transaction didn't go forward. This led to losing money and time due to breach of contract.

The Respondent stated that the complaint arose from a failed real estate transaction and a disagreement regarding personal property, not from any misconduct or violation of

Tennessee real estate license law. On November 30, 2025, the Respondent provided the Complainant's agent with a comprehensive written list of all items remaining in the home, along with photographs of each room, to ensure full transparency well in advance of closing. Neither the Complainant nor their agent raised any concerns, objections, or claims of missing items after receiving this documentation. During the walk-through the Complainant stated that they were disappointed that some of the items didn't remain. To resolve the matter, a five hundred dollar ($500) credit was offered. On the day that the parties were set to close, the Respondent appeared and executed all required documents. The Complainant didn't appear. After the closing time passed without communication or formal notice from the Complainant's agent, they contacted their broker to document that the Complainant failed to close and sought guidance on next steps. They subsequently issued an additional 24-hour notice to close or to mutually release the contract, as the original closing date had expired. The next day, the Complaint failed to appear again. The response included a copy of an email from the title company related to the transaction.

Tenn. Code Ann. § 62-13-406(c) states, 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 parties disagreed about the personal property that would convey with the sale. The property was a mobile home. The email from the title company stated that there was concern about ownership of the structure, but that wouldn't constitute a title defect because it didn't affect the title to the land. The title company stated that their understanding was that the reason the contract was terminated was because of the items that needed to be transferred to the Complainant at closing. Here, there is nothing to indicate that the Respondent was aware of a title defect. The Respondent spoke with the title company and was told that the title wasn't an issue. The Respondent also relied on the seller's statements. Since there is no imputation of knowledge between the Respondent and the seller, and the fact that the core issue appears to be a contract dispute, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

91. 2026001261
Opened: 1/26/2026
First Licensed: 2/23/2017 Expires: 2/22/2027
Type of License: Real Estate Firm History: None
The Complainant was a buyer in a real estate transaction. The Respondent is a Real Estate Firm. The Complainant alleged that the Respondent's affiliate provided false

information about an offer they made for the property. They stated that they wanted to offer $285,000 for the property but ended up paying $302,000. They stated that the extra $10,000 was so that the sellers could pay the closing costs and they would get that money back at closing.

The Principal Broker provided a response on the firm's behalf. They stated the Complainant was informed that the sellers were not in a financial position to provide a $10,000 concession before making an offer. The parties agreed to the purchase price of $302,000. This was to accommodate the Complainant's request for closing cost assistance. By increasing the price, $10,000 of the purchase price was to go towards the closing costs. The decision was supported by the appraised value of $302,000. Copies of the purchase agreement, agency confirmation, and various email were included with the response.

Here, the purchase agreement supported the assertion that the agreed purchase price was $302,000. All parties agreed to the price and the stipulation included that the seller would pay no more than
$10,000 towards the Complainant's closing costs. Based upon all these facts, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.
92. 2025076181
Opened: 2/2/2026
First Licensed: 12/20/2024 Expires: 12/19/2026
Type of License: Affiliate Broker (Broker Release, Active) History: None

The Complainant was a tenant at a rental property. The Respondent is an Affiliate Broker and was an employee for a property management company. The Complainant alleged that the Respondent failed to return their security deposit and poorly managed the property. The Complainant stated that when they moved in, they paid a security deposit of $2,750. When they moved out on November 20, 2025, there were discrepancies with the ledger and amount of damages assessed. On December 12, 2025, the property management company sent an estimate of charges in the amount of $717.50. Later, they received a tenant ledger that had inaccurate fees that totaled
$5,094.53. They formally requested an itemized list of damages, but it wasn't honored. They also stated that there were multiple times when a member of the management team would improperly enter their rental.

The Respondent's Attorney provided a response on their behalf. The Respondent denied the allegations and stated that this is a landlord-tenant issue. They stated that the Respondent acted in good faith, within the scope of their professional responsibilities, and in compliance with applicable law.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

Here, the Respondent was employed by a licensed real estate firm that managed rental properties. The Respondent was also licensed. Therefore, Counsel believes that the exemption applies. This also appears to be a landlord/ tenant dispute. The security deposit was in dispute, and the other allegations were related to potential criminal activity.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.
93. 2026002761
Opened: 2/2/2026
First Licensed: 1/28/2020 Expires: 1/27/2028
Type of License: Affiliate Broker History: None
REC-2026002761 (#93) and REC-2026002771 (#94) are related and contain identical allegations.

The Complainant was a seller in a real estate transaction. The Respondent is an Affiliate Broker. The Respondent and their business partner acted as the sellers for the purchase of an apartment building and office.

On June 30, 2022, an employee of the Respondent went to the Complainant's office for their two

(2) rental companies. On July 5, 2022, the Respondent's business partner requested we use three

(3) purchase contracts because the Respondent would need to use multiple banks. This was false because the Respondent and their business partner were not going to use bank financing for, but they intended to flip all three (3) contracts. On July 7, 2022, the parties entered a binding agreement. The complaint stated that the Respondent started advertising the properties for sale through an investors' group page on social media. On October 17, 2022, the Respondent sent an email stating they would close on the contracts for the apartment building and office and were moving forward. Less than two weeks later, the Respondent and their business partner backed out of the deal. They stated that the Respondent improperly advertised property that they didn't own. The Complainant later submitted a request to withdraw the complaint, which was part of the settlement.

The Respondent's Attorney provided a response on their behalf. The Respondent stated that the matter was resolved in mediation. They also stated that the Complainant attempted to file this complaint with the Commission to gain an advantage in the civil lawsuit.

Tenn. Code Ann. § 62-13-313(e) states, in relevant part, that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following:

(1) 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;

(2) The applicable statute of limitations set out in § 40-2-101, if the violation of § 62-13-312 also constitutes a criminal offense; or

(3) Ten (10) days after a successful criminal prosecution becomes final, if the violation of
§ 62-13-312 also constitutes a criminal offense and the time required for prosecution of the offense exceeds the time specified in subdivision (e)(1) or (e)(2).

Here, the complaint was filed in 2026. The alleged violation occurred and the Complainant was aware of the violation in 2022. The matter was not an enumerated criminal offense or part nor was the Respondent convicted of an applicable criminal offense.
Based on the information provided, this matter was adjudicated in a civil court room. Additionally, this matter exceeds the statute of limitations. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

94. 2026002771
Opened: 2/18/2026 Unlicensed History: None

REC-2026002761 (#93) and REC-2026002771 (#94) are related and contain identical allegations.

The Complainant was a seller in a real estate transaction. The Respondent is unlicensed The Respondent and their business partner acted as the sellers for the purchase of an apartment building and office.

On June 30, 2022, an employee of the Respondent went to the Complainant's office for their two
(2) rental companies. On July 5, 2022, the Respondent requested we use three (3) purchase contracts because the Respondent would need to use multiple banks. This was false because the Respondent and their business partner were not going to use bank financing for, but they intended to flip all three (3) contracts. On July 7, 2022, the parties entered a binding agreement. The complaint stated that the Respondent started advertising the properties for sale through an investors' group page on social media. On October 17, 2022, the Respondent sent an email stating they would close on the contracts for the apartment building and office and were moving forward. Less than two weeks later, the Respondent and their business partner backed out of the deal. They stated that the Respondent improperly advertised property that they didn't own. The Complainant later submitted a request to withdraw the complaint, which was part of the settlement.

The Respondent's Attorney provided a response on their behalf. The Respondent stated that the matter was resolved in mediation. They also stated that the Complainant attempted to file this complaint with the Commission to gain an advantage in the civil lawsuit.

Tenn. Code Ann. § 62-13-313(e) states, in relevant part, that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following:

(1) 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;

(2) The applicable statute of limitations set out in § 40-2-101, if the violation of § 62-13-312 also constitutes a criminal offense; or

(3) Ten (10) days after a successful criminal prosecution becomes final, if the violation of

§ 62-13-312 also constitutes a criminal offense and the time required for prosecution of the offense exceeds the time specified in subdivision (e)(1) or (e)(2).

Here, the complaint was filed in 2026. The alleged violation occurred and the Complainant was aware of the violation in 2022. The matter was not an enumerated criminal offense or part nor was the Respondent convicted of an applicable criminal offense. Based on the information provided, this matter was adjudicated in a civil court room. Additionally, this matter exceeds the statute of limitations. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

95. 2026002841
Opened: 2/2/2026
First Licensed: 11/20/2012 Expires: 11/19/2026
Type of License: Affiliate Broker History: None

REC-2026002841 (#95) and REC-2026002561 (#96) are related and contain identical allegations.

The Complainant was a prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent intentionally stalled the real estate transaction even though they had a binding agreement. The parties entered into a binding agreement on January 8, 2026. During the inspection period, the electricity was off, which delayed the home inspection. An amendment to extend the inspection from eight (8) days to ten (10) days was sent and signed by all parties. On January 12, 2026, they still didn't have an update about the electricity being turned on. The next day, the Complainant's agent advised that they should terminate the contract since they would have to get a second home inspection if it went past eight (8) days. The Complainant stated that due to the Respondent's actions, they lost out on the home.

The Respondent stated that they were the owner-operator, manager, and trainer of a real estate firm. They stated they were out of town with limited access to phone calls and left an employee in charge of the closing coordination. The employee was hired because their resume stated that they had experience as a closing coordinator. The Respondent stated that they were the listing agent and homeowner, so they had a personal interest in selling the property. They offered to pay for the fee that the Complainant paid for the home inspector.

Although licensees should strive to respond promptly to documents or inquiries that would make the transaction more efficient, the Respondent was still within the inspection period when the Complainant chose to terminate the contract. Therefore, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

96. 2026002561
Opened: 2/2/2026
First Licensed: 8/21/2013
Expires: 4/2/2026 (Expired-Grace) Type of License: Real Estate Firm History: None

REC-2026002841 (#95) and REC-2026002561 (#96) are related and contain identical allegations.

The Complainant was a prospective buyer in a real estate transaction. The Respondent is a Real Estate Firm. The Complainant alleged that the Respondent intentionally stalled the real estate transaction even though they had a binding agreement. The parties entered into a binding agreement on January 8, 2026. During the inspection period, the electricity was off, which delayed the home inspection. An amendment to extend the inspection from eight (8) days to ten (10) days was sent and signed by all parties. On January 12, 2026, they still didn't have an update about the electricity being turned on. The next day, the Complainant's agent advised that they should terminate the contract since they would have to get a second home inspection if it went past eight (8) days. The Complainant stated that due to the Affiliate's actions, they lost out on the home.

The Affiliate stated that they were the owner-operator, manager, and trainer of a real estate firm (Respondent). They stated they were out of town with limited access to phone calls and left an employee in charge of the closing coordination. The employee was hired because their resume stated that they had experience as a closing coordinator. The Affiliate stated that they were the listing agent and homeowner, so they had a personal interest in selling the property. They offered to pay for the fee that the Complainant paid for the home inspector.

Based on the information provided on CORE, the Respondent firm is in “expired grace” status. The firm’s license was valid at the time of the complaint. However, the Respondent firm must be licensed if it’s engaged in real estate transactions. The firm has multiple affiliates associated and an unlicensed firm could lead to future disciplinary action. Counsel recommends that a Letter of Warning be issued to the firm to ensure compliance with Tenn. Comp. R. & Regs. 1260-01-.04.

Recommendation: Issue the firm a Letter of Warning to ensure compliance with Tenn. Comp. R. & Regs. 1260-01-.04.

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

97. 2026005191
Opened: 2/2/2026
First Licensed: 12/19/2023 Expires: 12/18/2027
Type of License: Affiliate Broker History: None
The Complainant was a buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent engaged in misleading advertising. The Complainant stated that the Respondent advertised that the property had town water available for
$3,000. They moved to Tennessee from out of state and was told by the local authority that they didn’t have town water or sewer. However, all the neighbors had town water. They were also told that the HOA didn’t enforce rules for a neighbor who lived in a metal building. They stated that they wanted to build on the land, but now they have lost their investment.

The Respondent stated that they sent a listing on May 10, 2025. The Complainant asked if the Respondent was familiar with the property. They conveyed that the property would need a well and that electric service was available at the top of the property. The seller was also the president of the HOA. The Respondent was informed that each lot had been perc tested and was ready for septic installation. After touring the property, the Complainant made an offer. The Complainant was unrepresented and the Respondent represented the seller. Prior to and after closing, the Complainant asked for recommendations for dozer work and septic installers. They provided business cards for local service providers that were commonly used by their office. Once they closed, they didn’t continue communication. However, the Complainant had multiple disputes with the HOA, who took legal action against the Complainant.

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

Here, the Respondent relied on the seller's statements related to the well water, electricity, and septic tank. A copy of the agency confirmation form confirmed that the Complainant was unrepresented. They also waived all inspections and contingencies on the purchase agreement, which was signed by all parties. Based on the information provided, Counsel recommends this matter be dismissed.

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

98. 2026004851
Opened: 2/2/2026
First Licensed: 12/23/2024 Expires: 12/22/2026
Type of License: Real Estate Firm
History: 2025 Consent Order for advertising violation

The Complainant is a resident at condominiums. The Respondent is a Real Estate Firm. The Complainant alleged that the Respondent poorly managed the property and ignored complaints related to another resident blocked their vehicle. This led to the Respondent independently hired an attorney to mediate the situation then billed the Complainant for $1,900 for legal services that they didn't approve. The complaint also stated that the Respondent has multiple complaints related to its management and asserted that the Respondent is engaged in financial misconduct.

The Respondent's president provided a response. They stated is a brokerage doesn't perform community management services. The Respondent firm is independently contracted to manage a community HOA. They stated that the Complainant's allegations are against the HOA and not the firm. A contract between the Respondent firm and the HOA was attached.

Based on the information provided, the Complainant's concern was with how the HOA addressed matters. The Commission doesn't have jurisdiction of HOAs. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

99. 2026003511
Opened: 2/2/2026
First Licensed: 9/7/2022
Expires: 9/6/2024 (Active as of 3/12/2026 new expiration date 3/11/2028) Type of License: Vacation Lodging Service Firm Active
History: None

The Complaint is a Tennessee resident. The Respondent is a Vacation Lodging Service (VLS) Firm. The Complainant stated that they terminated their rental contract with the Respondent on December 26, 2025, due to discrepancies on financial reports. The Complainant alleged that the Respondent was engaged in unlicensed activity by not having the proper licensing.
The Respondent's registered agent provided a response to the complaint. They stated that they weren't aware that the firm's license expired. After receiving the complaint, they took steps to correct the issue.

Based on the information on CORE, the Complainant first entered a management agreement on May 17, 2024. The Respondent's VLS license expired on November 6, 2024, until March 12, 2026. Therefore, the Respondent was operating as a licensed VLS firm, without the proper credentials. Counsel recommends the Respondent be issued a civil penalty of One Thousand Dollars ($1,000.00) for failing to have a VLS license, in violation of Tenn. Code Ann. § 62-13-104.

Recommendation: Assess a Civil Penalty of One Thousand Dollars ($1,000.00) for failing to have a VLS license, in violation of Tenn. Code Ann. § 62-13-104(b).
Commission Decision: The Commission accepted counsel's recommendation.
100. 2025076101
Opened: 2/9/2026
First Licensed: 10/3/2024 Expires: 10/2/2026
Type of License: Affiliate Broker History: None
An anonymous complaint was filed against the Respondent and alleged unlicensed activity. The complaint stated that the Respondent is a licensed affiliate broker and associated with a firm. However, the Respondent is operating a property management company outside of their affiliated firm. The complaint had various screenshots from social media in the advertisement.

A response was not provided and the mail was returned.

Based on the information provided, the social media post had the same last name as the Respondent. However, the address isn't the same as what is in CORE. Since the complaint is anonymous, Counsel was unable to request additional information. Therefore, Counsel recommends this matter be dismissed.

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

101. 2026002601
Opened: 2/9/2026
First Licensed: 6/3/2022
Expires: 6/2/2026- renewed on 6/2/2026 Type of License: Affiliate Broker History: None

REC-2026002601 (#101) and REC-2026002711 (#102) are related and contain identical allegations.
The Complainant was a prospective seller in a real estate transaction. The Respondent is an Affiliate Broker. On July 16, 2025, the Complainant entered an exclusive right to sell listing agreement with the Respondent. However, the Complainant alleged that the Respondent failed to provide consistent communication, meaningful marketing execution, or substantiation of claimed marketing efforts. From July 16, 2025, to September 2025, only three (3) open houses were held, two (2) of which were held after the Complainant insisted. The open house that was held on September 4, 2025, was presented as a standard event but they learned that most of the attendees had personal relationships with the Respondent. On September 15, 2025, the Complainant asked to terminate the listing agreement. The agreement was set to expire on March 15, 2026. The Respondent's principal broker stated that the release would be granted once the Complainant paid
$5,054.29. This amount consisted of $1,054.29 for out-of-pocket costs and $4,000 for time billed. The Complainant retained an attorney to terminate the contract.

The Respondent's Attorney submitted a response to the complaint. The Respondent denied the allegations in the complaint. They stated that clear communication was provided. To support the claim, hundreds of documents were attached that discussed the comparable properties, notes, and pricing recommendations. For the open houses, they stated that two of them were two-day events and was well documented. The Respondent denied that they engaged in misleading behavior and anyone who showed up to the September 2025 was recorded accurately. When the Complainant asked to terminate the listing agreement, the principal broker requested reimbursement for out-of-pocket expenses and professional time, which was stated in the listing agreement. The

Respondent stated that the attached documents demonstrated significant engagement, responsiveness and prioritization of this sale.

Counsel reviewed the documents provided by both parties. The response included a large number of documents including the open house sign in sheet, listing agreement, agency confirmation, various screenshots of text messages and emails.

Based on the information provided, Counsel finds the Complainant's allegation that the Respondent didn't fulfill their obligations that were owed to be unfounded. The text messages appear to be consistent and includes details for marketing strategies. Additionally, the listing agreement stated that if the contract was terminated early that reasonable fees would be have to be paid. The agreement was signed by the Complainant. For the above reasons, Counsel recommends that this matter dismissed.

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

102. 2026002711
Opened: 2/9/2026
First Licensed: 6/22/2000 Expires: 10/4/2027
Type of License: Principal Broker

History: 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2023 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2023 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance
REC-2026002601 (#101) and REC-2026002711 (#102) are related and contain identical allegations.

The Complainant was a prospective seller in a real estate transaction. The Respondent is an Principal Broker. On July 16, 2025, the Complainant entered an exclusive right to sell listing agreement with the Respondent. However, the Complainant alleged that the Respondent failed to provide consistent communication, meaningful marketing execution, or substantiation of claimed marketing efforts. From July 16, 2025, to September 2025, only three (3) open houses were held, two (2) of which were held after the Complainant insisted. The open house that was held on September 4, 2025, was presented as a standard event but they learned that most of the attendees had personal relationships with the Respondent. On September 15, 2025, the Complainant asked to terminate the listing agreement. The agreement was set to expire on March 15, 2026. The

Respondent’s principal broker stated that the release would be granted once the Complainant paid
$5,054.29. This amount consisted of $1,054.29 for out-of-pocket costs and $4,000 for time billed. The Complainant retained an attorney to terminate the contract.
The Respondent’s Attorney submitted a response to the complaint. The Respondent denied the allegations in the complaint. They stated that clear communication was provided. To support the claim, hundreds of documents were attached that discussed the comparable properties, notes, and pricing recommendations. For the open houses, they stated that two of them were two-day events and was well documented. The Respondent denied that their Affiliate engaged in misleading behavior and anyone who showed up to the September 2025 was recorded accurately. When the Complainant asked to terminate the listing agreement, the principal broker requested reimbursement for out-of-pocket expenses and professional time, which was stated in the listing agreement. The Respondent stated that the attached documents demonstrated significant engagement, responsiveness and prioritization of this sale.

Counsel reviewed the documents provided by both parties. The response included a large number of documents including the open house sign in sheet, listing agreement, agency confirmation, various screenshots of text messages and emails.

Based on the information provided, Counsel finds the Complainant’s allegation that the Respondent’s Affiliate didn’t fulfill their obligations that were owed to be unfounded. The text messages appear to be consistent and includes details for marketing strategies. Additionally, the listing agreement stated that if the contract was terminated early that reasonable fees would have to be paid. The agreement was signed by the Complainant. For the above reasons, Counsel recommends that this matter dismissed.

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

103. 2026005401
Opened: 2/9/2026
First Licensed: 9/8/2021 Expires: 9/7/2027
Type of License: Real Estate Broker History: None

This complaint is related to complaint number 2025041391, which was presented on the December 2025 legal report.

The initial complaint was against a real estate firm. This matter was administratively opened against the principal broker who was responsible for the advertisement.

In to complaint number 2025041391, the Complainant was a real estate broker and alleged that their firm has two (2) Exclusive Right to Sell agreements. The Respondent contacted their client and referenced the two (2) listing. The Complainant provided copies of the agreements and a copy of Respondent's brochure received by one of Complainant's clients. The Complainant alleges Respondent's conduct caused confusion and requested Complainant's clients to pay for additional advertising. The Commission voted to assess a Five Hundred Dollar ($500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(e).
The Respondent answered the complaint and stated that as a benefit of their services, the Respondent offers sellers or their member licensees a brochure that contains marketing advantages included with Respondent's services. The Respondent states they do not charge a referral fee, sell leads, or interfere in agent-client relationships. In this instance, Respondent states they targeted a group of properties from licensees that are not members of Respondent. Respondent customized the advertisement to the specific listings, highlighted the listing agent, and included benefits of one of the programs offered by Respondent.

The Respondent stated the advertisement was created for one recipient and not publicly distributed. They stated that they would like to resolve the matter with no disciplinary action. Counsel was advised that the Respondent retained legal counsel on the related case and intends to have a hearing.

Tenn. Comp. R. & Regs. 1260-02-.12(3)(e) states, "No licensee shall advertise property listed by another licensee without written authorization from the listing agent or listing broker."

The related case is still unresolved, but the Respondent is the one who created. Redacted portions will included. Here, the Respondent advertised the seller's property using real information such as the address, listing agent, etc. The listing was under an exclusive agreement with the Complainant. The mockup advertisement was created without written authorization from Complainant or the seller. Therefore, Counsel finds Respondent is in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(e) and recommends a One Thousand Dollar ($1,000.00) civil penalty as the Respondent is a principal broker.

Recommendation: Assess a One Thousand Dollar ($1,000.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(e).

Commission Decision: The Commission accepted counsel's recommendation.

104. 2026005771
Opened: 2/9/2026
First Licensed: 1/24/2018 Expires: 1/23/2028
Type of License: Affiliate Broker History: None
The Respondent is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant stated that the Respondent presented them with an exclusive deal to invest in an opportunity to get substantial returns. The Respondent boasted about their expertise in real estate and the investment would be favorable for them. One of the investment properties was successfully flipped but it took over three (3) months to receive payment. They asked for the transaction log but was told by the Respondent that they weren't required to provide that information. The complaint alleged that the Respondent engaged in deceptive practices.
The Respondent stated that they know the Complainant personally. They believe that the complaint arose from an investment that the Complainant made with their construction company and they were upset about the time it took to receive a return on their own investment. The interaction with the Complainant didn't involve a real estate transaction.

Based on the information provided, Counsel doesn't believe that the Commission has jurisdiction over this matter. Therefore, Counsel recommends that this matter be dismissed.

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

105. 2026006931
Opened: 2/9/2026
First Licensed: 8/30/2007 Expires: 8/29/2027
Type of License: Affiliate Broker History: None
The Complainant real estate professional. The Complainant is an Affiliate Broker. It appears that the Respondent was the listing agent for a commercial real estate transaction. It's unclear what role the Complainant is. Their name isn't included in any of the attached documents that would suggest that the Complainant was a party to the transaction. The complaint was filed to get clarification related to the Respondent's documentation. Specifically, the Complainant wanted to know what disclosures are required and if a proper determination was made to show whether the buyer was represented or not. The concerns will be discussed below.

The Respondent stated that the buyer is a sophisticated purchase and owns approximately ten (10) multifamily properties in two (2) different states. The Respondent attached multiple documents related to the transaction including emails, the purchase and sale agreement, letter of intent from the buyer, the listing agreement, and closing statements.

Agency Determination

The Complainant wanted guidance as to whether a proper determination was made as to whether the buyer was represented at the time of the transaction. The Complainant wanted clarification as to whether the Respondent was required to disclose their representation status before proceeding with the transaction. Furthermore, if there was any uncertainty, would the Respondent have to have a written disclosure?

Tenn. Code Ann. § 62-13-405(e) states:

Real estate transactions involving the transfer or lease of commercial properties, the transfer of property by public auction, the transfer of residential properties of more than four (4) units or the lease or rental of residential properties shall not be subject to the disclosure requirements of §§ 62-13-403, 62-13-404 and this section.

Recordkeeping

The Complainant also wanted to know if marking "N/A" for buyer representation would satisfy the recordkeeping requirements when facts suggest that a prior broker/client relationship existed

Tenn. Comp. R. & Regs. 1260-02-.40(1) states:

Pursuant to T.C.A. § 62-13-312(b)(6), real estate licensees must preserve records relating to any real estate transaction for three (3) years following the consummation of said real estate transaction. Real estate licensees may utilize electronic recordkeeping methods to comply with this requirement, provided that the following conditions are met:

(a) All documents required to be retained must be readily accessible in an organized format providing ease in document identification within twenty-four (24) hours of any request for inspection by representatives of the Commission.

(b) In order to ensure proper document retention, the principal broker of all real estate firms that use electronic recordkeeping methods must develop and utilize a retention schedule that safeguards the security, authenticity, and accuracy of the records for the entire required retention period and that also provides for the use of technology and hardware that ensures the accessibility of records in a readable format.

Based on all of the information provided, the Respondent is not required to make a written disclosure since the transaction involved commercial property. Additionally, the relevant law doesn't give an enumerated list of documents that have to be kept. The documentation provided in the response indicates that the Respondent's records are compliant. Therefore, Counsel recommends that this matter be dismissed.

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

106. 2026007181
Opened: 2/9/2026
First Licensed: 8/5/2022 Expires: 8/4/2026
Type of License: Affiliate Broker History: None

The Complainant was a prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent failed to protect them by submitting paperwork for an amendment. The Complainant stated that they were under contract to purchase property. The initial offer was a cash payment. However, they were unable to get the cash, so they decided to get financing. They notified the Respondent who submitted an amendment. The form was incorrect as it was contingent on the appraisal, not financing. The Complainant's financing fell through and the Respondent sent them a form to return the escrow money. The next day, the Respondent and their broker informed them that they wouldn't get their one thousand dollars ($1,000) in earnest money back. The Compalianant alleged that the Respondent violated their fiduciary duty.

The Respondent stated that they have worked with the Complainant for two (2) years. The Respondent was out of state and asked them to submit an offer on the subject property. The Respondent stated that they advised the Complainant against making on the property since they weren't able to see it in person and it seemed like a competitive property. The next day, they confirmed the terms of the Complainant's offer. The Complainant confirmed that it would be cash offer and the only contingency would be inspections. The offer was submitted. The listing agent notified the Respondent that the seller accepted another offer. They asked to remain as a backup offer. They told the

Complainant that the earnest money should be paid on time because if the first deal fell through then it would be a breach of contract. The Complainant stated that they understood the process. The first offer fell through and the parties entered a binding agreement. The Respondent was given a ten (10) day inspection period. Nine (9) days into the inspection period, the Complainant hadn't paid the earnest money. They urged the Complainant to make the payment and any inspections. The day after the inspection period ended, the Complainant asked to change the terms of the contract. The Respondent discussed the importance of contractual obligations. On January 21, 2025, the Respondent provided the earnest money payment but still didn't provide proof of funds. A week later the Respondent was notified that the Complainant's financing fell through. The Respondent had the Complainant sign a mutual release form. They spoke with the Complainant about next steps now that the contract has been terminated. The Complainant understood that they wouldn't be entitled to the earnest money.

A copy of the purchase and sale agreement wasn't included by either party. However, the Respondent included several screenshots of conversations between them and the Complainant. Based on the information provided and the statements from the parties. Counsel finds Complainant's allegations to be unfounded. The documents suggest the Complainant missed several crucial deadlines and was unable to close due to financing.

Therefore, Counsel recommends this matter be dismissed.

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

107. 2026007281
Opened: 2/9/2026
First Licensed: 8/12/2022 Expires: 8/11/2026
Type of License: Affiliate Broker History: None
An anonymous complaint was submitted against the Respondent. The Complainant alleged that the Respondent shared a post on social media on January 30, 2026, that violated the cash rebate statute.

The Respondent in an Affiliate Broker. They stated that the post was not a violation because the recipient was the general public, and not a specific buyer or seller. Additionally, the gift was not contingent on closing. Lastly, it was not a rebate or closing incentive. They stated that they think the verbiage could have been better and not mentioned helping find a buyer. As written, the post didn't say anything connected to finding a buyer and an unlicensed person gets paid, it was saying to share and like the post with hopes of helping to find a buyer. They also admitted that more details could have been included.

Tenn. Comp. R. & Regs. 1260-02-.33(2) states:

A licensee shall not give or pay cash rebates, cash gifts, gift cards, cash prizes, or any similar cash-based incentive in conjunction with any real estate transaction, except for the following circumstances:

(a) A licensee may offer a gift card at an open house for other real estate licensees;
(b) A licensee may offer a gift card as a closing gift; and
(c) The gift cards in subparagraph (b) may not be used in any advertisement to induce business in conjunction with a real estate transaction.

Here, the post on social media stated that they were giving away a fifty-dollar ($50) gift card for a restaurant of the winner's choice. The gift card would go to "the 100th share on the post." The post had a specific property for sale. The post reasonably could induce a person that their goal was to give a gift card if a buyer could be found. A redacted copy of the post will be included.

Based on the contents, Counsel believes that the Respondent is in violation of Tenn. Comp. R. & Regs. 1260-02-.33(2) when they advertised a gift card in exchange for assistance with finding a buyer for their listing.

Therefore, Counsel recommends the Respondent be assessed a civil penalty in the amount of Two Hundred and Fifty Dollars ($250.00) and require the Respondent to take and pass an Advertising course that can count towards the required continued education credit needed for licensure.

Recommendation: Assess a Civil Penalty in the amount of Two Hundred and Fifty Dollars ($250.00) and require the Respondent to take and pass an Advertising course that can count towards the required continued education credit needed for licensure.
Commission Decision: The Commission accepted counsel's recommendation.

108. 2026007431
Opened: 2/9/2026
First Licensed: 2/8/2017 Expires: 2/7/2027
Type of License: Affiliate Broker History: None

The Complainant is an out of state resident. The Respondent is an Affiliate Broker. The Complainant alleged the Respondent improperly disclosed and misused their personal information. They stated that the Respondent disclosed the Complainant's email address and phone number. They didn't authorize the Respondent to share that information. The individual who contacted them asked for money. The contact from the individual was unwanted solicitation.

The Respondent stated that the community that the Complainant's Tennessee property was located was part of a voluntary HOA structure. The road maintenance and snow planning was coordinated by a homeowner who communicates with the community about maintenance responsibilities and cost sharing. The Complainant's number and email address was given to the coordinating homeowner to help assist with maintenance needs.

Tenn. Code Ann. § 62-13-403 (3) states, in relevant part:

A licensee who provides real estate services in a real estate transaction shall owe all parties to the transaction Maintain for each party to a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency or subagency agreement entered into by the licensee to represent either or both of the parties in a transaction. This duty of confidentiality extends to any information that the party would reasonably expect to be held in confidence, except for information that the party has authorized for disclosure, information required to be disclosed under this part and information otherwise required to be disclosed pursuant to this chapter. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction. . .

Based on Counsel's understanding of the statute, confidential information would constitute information that is sensitive in nature such as mental health conditions. The purpose of providing the Complainant's email address and phone number was related to the community and tangentially to transaction due to it being about shared expenses and maintenance for the upkeep of the neighborhood. Therefore, Counsel recommends this matter be dismissed.

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

109. 2026007551
Opened: 2/9/2026
First Licensed: 3/22/2007 Expires: 4/10/2027
Type of License: Real Estate Firm History: None

This complaint was administratively opened after the Respondent was selection for a routine audit. The Respondent is a Real Estate Firm. An audit was opened on December 31, 2025. The audit found that an affiliate on the Respondent's roster had an expired license. The affiliate's license expired on February 19, 2022, but remained on the roster so unlicensed activity was suspected. The staff also asked the Respondent to confirm if they had an escrow account.

The Respondent stated that the affiliate has not been associated with the firm since they left in 2021. For the escrow account, they stated that they previously explained that the firm doesn't keep escrow funds.

Tenn. Comp. R. & Regs. 1260-02-.02(1) states:

Any licensee or principal broker wishing to terminate the licensee's affiliation with a firm shall submit to the Commission a completed Transfer, Release and Change of Status Form (TREC Form 1) or submit the required information through an online submission. If the request is made using the TREC Form 1, the form must be hand-delivered, mailed, e-mailed to the Commission, or submitted on a form designated by the Commission to be effective. The principal broker's supervisory responsibility for the future acts of the licensee shall terminate upon the Commission's receipt of the release form or online submission. The principal broker shall retain a copy of the executed form or confirmation of online submission, whichever is applicable.

Tenn. Code Ann. § 62-13-323(a) states:

The principal broker of a real estate firm that does not engage in activities that require the acceptance of any funds belonging to others may receive from the Tennessee real estate commission a waiver from § 62-13-321.

Based on the information on CORE, the affiliate is still associated with the firm. Counsel also didn't see a copy of an escrow account waiver, in compliance with Tenn. Code Ann. § 62-13-323.

Therefore, Counsel recommends that a Letter of Instruction be issued to the Respondent. The Letter of Instruction would require that the Respondent broker release the unlicensed affiliate within thirty (30) days of the consent order and provide proof to the Commission. Counsel also recommends that the Respondent be instructed to provide the escrow waiver for and submit proof to the Commission.

Recommendation: Issue a Letter of Instruction to the Respondent. The Letter of Instruction would require that the Respondent broker release the unlicensed affiliate within thirty (30) days of the consent order and provide proof to the Commission to be in compliance with Tenn. Comp. R. & Regs. 1260-02-.02(1); Counsel also recommends that the Respondent be instructed to provide the escrow waiver for and submit proof to the Commission, to be in compliance with Tenn. Code Ann. § 62-13-323.

Commission Decision: The Commission accepted counsel's recommendation.
110. 2026000061
Opened: 2/18/2026 Unlicensed History: None
This case is related to REC-2025048871, which was presented on the February 2026 legal report. The Commission voted to assess a one thousand dollar civil penalty for unlicensed activity.

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. As of the date of the complaint, the Complainant stated that the Respondent still has money owed to them.

Counsel checked CORE and didn't find a license for the Respondent. The complaint was sent to the Respondent via certified mail, and it was returned with a signature and dated February 19, 2026. The name matched the name of the individual who identified themselves as a property manager.

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.

111. 2026000431
Opened: 2/18/2026
First Licensed: 3/13/2018
Expires: 3/12/2024 (Expired, Active)

Type of License: Affiliate Broker History: None
This is related to complaint number 2025074931 (#192), which was presented to the Commission during the April 2026 legal report. The matter was placed in litigation monitoring. The allegations are the same and involves the same Respondent.

2026000431
The Complainant stated that the Respondent acted as their agent in a real estate transaction. The Respondent sold five (5) plots of land in a subdivision. The Complainant and their business partner are now being sued by an unknown person. The Complainant stated that they stated that believed that there was an agreement with the Respondent and the company suing them. The complaint alleged that the Respondent failed to disclose personal interest during the transaction in order to receive compensation and undisclosed profits.

The Respondent didn't provide a response to this specific complaint, but they provided a response to complaint number 2025074931**.** The**y** stated that they didn't represent anyone in a real estate transaction. They stated that it was a private sale.

This complaint provided more information than the related complaint. A copy of the purchase and sale agreement was provided. On December 7, 2022, a tract of land was sold. The documentation shows that the Respondent acted as the seller and designated as the transaction broker or facilitator for the seller and buyer. The Respondent provided a personal interest disclosure form. The documents clearly listed the Respondent as the seller and the documents were signed by all parties.

Tenn. Code Ann. § 62-13-313(e) states, in relevant part, that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following:

(1) 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;

(2) The applicable statute of limitations set out in § 40-2-101, if the violation of § 62-13-312 also constitutes a criminal offense; or

(3) Ten (10) days after a successful criminal prosecution becomes final, if the violation of
§ 62-13-312 also constitutes a criminal offense and the time required for prosecution of the offense exceeds the time specified in subdivision (e)(1) or (e)(2).

Here, the complaint was filed in 2026. The alleged violation occurred and the Complainant was aware of the violation in 2022. The matter was not an enumerated criminal offense or part nor was the Respondent convicted of an applicable criminal offense. Based on the information provided, this matter exceeds the statute of limitations. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.
112. 2026000511
Opened: 2/18/2026 First Licensed: 8/5/2010
Expires: 8/4/2024 (Expired, Retired) Type of License: Affiliate Broker History: None
The Complainant was a former tenant and was renting a property. The Respondent is an expired Affiliate Broker. The Complainant stated that they leased a unit in December 2025. The Respondent repeatedly violated their tenant's rights by refusing to accept their registered mail. The Respondent also illegally evicted them.
The Respondent didn't provide a response.

Based on the information provided, the Respondent was not named as property manager in the communications that the Complainant had with the property management company. A screenshot was provided that depicted someone with the same name as the Respondent. The information under the picture identified the individual as a real estate investor. Counsel checked the Secretary of State's website, but the Respondent's name is not listed as the registered agent for the company.
Based on the lack of information to connect the Respondent as a property manager and the fact that the complaint is related to a landlord/tenant dispute. The Commission doesn't have jurisdiction over that matter and is better suited for civil court. Therefore, Counsel recommends this matter be dismissed.

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

113. 2026001771
Opened: 2/18/2026 First Licensed: 4/5/2007 Expires: 4/4/2027
Type of License: Real Estate Broker History: None

The Complainant was a former tenant and was renting a property that was managed by the Respondent. The Respondent is a Real Estate Broker. On September 16, 2025, the Complaint notified the property management company that the fence was leaning and fell in December 2025. The fence as never repaired. The complaint also stated that the

Respondent withheld their security deposit from September 9, 2025, to January 8, 2026, but was not given a reason for the delay.

The Complainant stated that they leased a unit in December 2025. The Respondent repeatedly violated their tenant's rights by refusing to accept their registered mail. The Respondent also illegally evicted them.

The Respondent's Attorney provided a response to the complaint. The Respondent stated that the Respondent had with the Owner required authorization for repairs over three hundred dollars ($300). So, the Respondent was not permitted to authorize any repairs without approval. For the security deposit, they stated that the Respondent communicated the Complainant and the Owner about how the money should be allocated. The Respondent mediated and the matter was ultimately resolved.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

Based upon all these facts, the fence appears to be a landlord/ tenant dispute. The security deposit was in dispute between the parties, so the Respondent likely didn't have the ability to release money without the Owner's consent. Therefore, Counsel recommends that this matter be dismissed.

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

114. 2026001941
Opened: 2/18/2026
First Licensed: 5/14/2013 Expires: 5/13/2027
Type of License: Affiliate Broker History: None
The Complainant is an out of state resident. The Respondent is an Affiliate Broker and owner of the subject property. The Complainant stated that they signed a lease agreement on December 17, 2025, but three (3) weeks before the lease was set to start, the Respondent stated the lease was cancelled. The Complainant was told that the reason for

the cancellation was because the property was sold. The Respondent returned their security deposit of one thousand, five hundred dollars ($1,500). The Respondent also offered to refer them to another property owner. In response, the Complainant asked for an additional one thousand dollars ($1,000) for damages. The Respondent refused to pay the additional money. Later the Complainant received notification in writing that the reason for the cancellation was because the Complainant had a dog and there was a no pet policy. The Complainant stated the dog was their emotional support animal (ESA). Since the Respondent provided different reasons for the lease being terminated, it was alleged that the Respondent's conduct involved misrepresentation, coercion, and retaliation, causing significant financial and personal disruption.

The Respondent's Attorney provided a response to the complaint. The Respondent had to cancel the lease due to the property going under contract with a potential buyer. The Respondent denied that their conduct involved "misrepresentation, coercion, and retaliation." The Respondent told the Complainant that the property was listed for sale, and the lease would have to cancel the lease if it went under contract. Regarding the Complainant's ESA, the Respondent was notified that the Complainant had a pet after the lease was signed. Before the lease was terminated, they did ask for documentation, but it was not provided. After the Complainant demanded compensation, the Respondent pointed out that they had not informed that the Complainant had an animal and didn't want any because it was a new unit.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

Based upon all these facts, the Respondent was the owner of the rental property. Additionally, the complaint related to a breach of contract is better suited for civil court and is outside of the Commission's jurisdiction. Therefore, Counsel recommends that this matter be dismissed.

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

115. 2026006331
Opened: 2/18/2026
First Licensed: 9/21/2018 Expires: 9/20/2026
Type of License: Affiliate Broker History: None

The Complainant is a licensed real estate professional and represented the prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant stated that they entered a purchase agreement on November 19, 2025. On November 26, 2025, foreclosure proceedings were initiated against the property. On December 10, 2025, the property was publicly posted for foreclosure auction. On January 11, 2026, the Complainant was first notified by the Respondent that the property was in foreclosure and was advised that they had approximately one (1) week to close on the property before the property went to auction.

The Complainant stated that the Respondent failed to disclose that the property was in foreclosure status, thus concealing a material fact. It was also alleged that the Respondent failed to exercise reasonable skill and care, dur diligence, protect their interests, failed to provide all information so that they could make an informed decision.

The Respondent stated that a foreclosure status is a required disclosure. The Complainant was informed of the possibility at the very beginning of the transaction. They stated that there were multiple text messages between them, the Complainant and the Complainant's broker. On December 11, 2025, they expressed concern about extending the closing deadline beyond Christmas due to the pending foreclosure. On January 9, 2026, they spoke with the Complainant and mentioned the auction again. They didn't receive a response as if the foreclosure was new information. The Respondent stated that they notified the Complainant of any changes when they became aware of them. The Respondent stated that the sellers had the ability to sell the property before the foreclosure date of January 21, 2026. The Complainant's client had sixty-two (62) days from December 19, 2025, to January 20, 2026, to acquire financing but failed to do so. They believed that there was an attempt to extend the closing date to January 21, 2026. However, neither the Complainant nor listing agent sent a copy of "closing amendment 5" with the buyer's signature before the deadline. Therefore, the purchase and sale agreement expired. The Respondent included various screenshots of emails and text messages, copies of emails, and documents related to the purchase and sale of the property.

Here, the Respondent notified the Complainant's broker about the potential foreclosure. Text messages indicated that there was an understanding about the property's status before January 2026. Since the prospective buyer was represented, it was not the

Respondent's responsibility to inform the buyer directly. Additionally, the documents indicated that there was an issue with the buyers being able to secure financing. An amendment was sent to extend the closing deadline but weren't received until the next day. This would have terminated the contract. Based upon all the information provided, Counsel recommends this matter be dismissed.

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

116. 2026006681
Opened: 2/18/2026 First Licensed: 7/3/2007 Expires: 9/9/2026
Type of License: Principal Broker History: None

The Complainant was a buyer in a real estate transaction. The Respondent is a Principal Broker. The Complainant alleged that the Respondent engaged in bad faith negotiations, withheld material information, failed to act with fairness and reasonableness, and failed to act with honesty and good faith. Each allegation will be discussed below.

Bad Faith Negotiations

The Complainant stated that the Respondent acted as the seller's agent and listing agent for the property. The complaint alleged that the Respondent intentionally delayed responses during post-inspection repair negotiations, which created undue pressure on Complainant and their agent.
The Respondent also pressured the Complainant to close on the property without adequate verification. This included insisting on acceptance of the property without providing photographic evidence of repairs to the Continuous Lateral Supports (CLS) on the custom-built roof truss system, specifically at Truss Labels J1 and JS, as required per the manufacturer's engineered drawings. The Respondent's conduct lacked fairness, reasonableness, and pressured the Complainant to risk structural deficiencies.

The Respondent denied delaying any part of the process. Throughout the transaction, the Respondent provided any information that was requested and it was forwarded to the Complainant's agent as quickly as possible. The Respondent stated that no repairs were done on the trusses! Therefore, there were no pictures available. Any and all information they obtained was forwarded to the Complainant's agent. There was never an attempt to pressure the Complainant
Withholding Material Information
The Complainant stated that the Respondent withheld or failed to promptly provide photographic verification that the custom-built roofs Continuous Lateral Supports (CLS)

had been properly installed in accordance with the manufacturer's engineered drawings. This information was material to the transaction and directly impacted the structural integrity and safety of the roof, a critical element identified during the professional home inspection.

The Respondent provided all the drawings and information that was available to them. The Respondent contacted the owner of the truss company twice and questions regarding the trusses. They also spoke with the Complainant's agent and forwarded the responses to them. The Complainant insisted on the seller going up into the attic and trying to identify certain trusses and take pictures. The parties extended the resolution period to try to accommodate the Complainant.

Another important thing the Respondent noted was that the county that the property was located has a stringent inspection requirement when it comes to trusses. At this property, they were thoroughly inspected by the county inspector and passed.

Overall Failure to Act with Fairness, Reasonableness, and Good Faith

The Complainant stated that the Respondent abruptly and unilaterally cancelled the contract nine (9) days before the scheduled closing, demonstrated a pattern of conduct that disregarded the statutory duty of honesty and good faith owed to all parties.

The Respondent stated that they acted with fairness, reasonableness, and good faith. The Respondent stated that as an agent they didn't have the power to cancel a contract without their client's consent. The seller asked to terminate the contract because the Complainant wasn't satisfied. The Respondent stated that the Complainant didn't suffer any financial loss and purchased another home after the contract was cancelled.

Tenn. Code Ann. §62-13-406(c) states "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."

Counsel reviewed the documents provided. The main concern was about the trusses, located in the attic. It doesn't appear that the Respondent was the contractor or has the expertise to provide information related to the trusses. Additionally, there was nothing in the complaint or supporting documents to suggest that the Respondent had any knowledge of any issues with the property. The inspection report stated that the insulation/ventilation type and levels were concealed in some are and not inspected. Furthermore, there was nothing in the report that indicated that there was an issue with the attic or that concerns were found. Based upon all these facts, Counsel recommends this matter be dismissed.

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

117. 2026006811
Opened: 2/18/2026 First Licensed: 2/3/2023 Expires: 2/2/2027
Type of License: Affiliate Broker History: None
A complaint was filed against the Respondent and alleged that a social media post violated the advertising rules by not including their broker. The Respondent is an Affiliate Broker. The Complainant stated that they saw a video that featured the Respondent on January 28, 2026, that discussed being a realtor but required information was missing. A screenshot of a video and a portion of the video description was included.

The Respondent stated that the video referenced in the complaint was posted by a third party. They stated that they take their obligations as a licensed real estate agent seriously, including the requirement to clearly identify their affiliated brokerage in advertising and public-facing communications. In this instance, the content referenced in the complaint was created and published by a third-party organization. They didn't produce the video, conduct the interview or have editorial control over the final content, captions, graphics, or how the content was posted.

Nevertheless, once they became aware that brokerage identification may not have been included, they took immediate steps to address the issue by contacting third party company and
requested that the content be updated to include the brokerage name. Additionally, to avoid any possible confusion to the public, they removed the post from their social media page where they had been tagged.

Counsel reviewed the screenshot provided in the complaint. A link to the video wasn't provided. Counsel looked at the caption information. It appears that the post was published by a third-party company that focuses on storytelling. The screenshot was from an interview with the Respondent who shared their story about their business being about "people not profits." There was no indication that the Respondent was promoting the sale or purchase of property. Since the Respondent didn't have control over the timing of the post or the information included in the description, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

118. 2026005831
Opened: 2/26/2026 First Licensed: 3/2/2006 Expires: 3/1/2028
Type of License: Affiliate Broker History: None
The Complainant was a buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant stated that on September 2, 2022, the Respondent advised them to waive their home inspection because a previous potential buyer already had one done. This was their first time purchasing a home and thought listening to the Respondent was the right thing to do. On February 3, 2023, the Complainant moved in and started renovation. While creating an open floor layout, the walls were removed and mold was discovered. In November of 2023, they moved out of the home and tried to continue remediation. However, due to the cost, the property was foreclosed.
The Respondent stated that they were the listing agent. They stated that they told the Complainant that they would be the facilitator for the transaction. They showed the repairs that the seller completed after the home inspection was done, which was conducted around July 2022. They advised the Complainant that it is always wise to get a home inspection.

The property was subject to an appraisal and that they should also get a termite letter as that is common practice. On August 7, 2022, the Complainant called them and was told that they'd like to make an offer. They went over the contract details. At no time did they advise the Complainant to waive the home inspection.

After doing so, the Respondent provided the option to obtain any inspection the Complainant wanted. They stated on August 18, 2022, a termite inspection and the appraisal was conducted. Neither inspection indicated that anything was wrong with the property. The transaction proceeded and the Complainant closed on the property.

Tenn. Code Ann. § 62-13-313(e) states, in relevant part, that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following:

(1) 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;

(2) The applicable statute of limitations set out in § 40-2-101, if the violation of § 62-13-312 also constitutes a criminal offense; or

(3) Ten (10) days after a successful criminal prosecution becomes final, if the violation of § 62-13-312 also constitutes a criminal offense and the time required for prosecution of the offense exceeds the time specified in subdivision (e)(1) or (e)(2).

Here, the complaint was filed in 2026. The alleged violation occurred and the Complainant was aware of the violation in 2023. The mold was only discovered after walls were removed. Based on the information provided, the transaction began in 2022, and the Complainant was aware of the issue since 2023. This complaint is outside of the statute of limitations. Even if it were reported within the two (2) year requirement, a mold report would have been outside of the Respondent's expertise. Therefore, Counsel recommends this matter be dismissed.

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

119. 2026008541
Opened: 2/26/2026
First Licensed: 9/25/2020 Expires: 9/24/2026
Type of License: Affiliate Broker History: None
The Complainant was a prospective tenant at an apartment complex. On February 2, 2026, the Complainant contacted the Respondent to view the rental unit. They stated that when they walked in, they found it to be dirty and dingy. The living room had a severely worn out and dirty carpet. There were also two (2) holes in the carpet the "size of golf balls." There was trash in the refrigerator and kitchen. The apartment was advertised as a two (2) bedroom, one (1) bathroom.

The Respondent stated that they spoke with the Complainant about the property on February 5, 2026. Dring the conversation, they notified the Complainant that due to recent weather conditions, they hadn't been able to inspect the unit after the prior tenant vacated. The Complainant stated that they were eager to move and requested to see the apartment that same day. They met at the property. The agreed that there was trash in the unit along with the holes in the carpet. They apologized for the unit's condition and let the Complainant know that the unit would be cleaned, painted, and the flooring would be replaced. They informed the Complainant after the work was completed that they would reach out. The next week, a demolition crew came and removed the trash and damaged carpet. When they contacted the Complainant, they were told that the unit wasn't for them. Pictures of the unit after the renovation were attached.

Counsel was unsure what violation that was alleged. The Complainant didn't sign a lease agreement, and the only contact appears to be the tour of the property. Counsel assumed that the only potential allegation was false advertising.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

Here, the Respondent is a licensed Affiliate Broker, and the interaction involved the management of a rental unit. Therefore, Counsel believes that the exemption applies. Based upon all these facts, Counsel recommends this matter be dismissed.

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

120. 2026009081
Opened: 2/26/2026 Unlicensed History: None
An anonymous complaint was filed against the Respondent and alleged unlicensed activity. The complaint alleged that the Respondent acted as a property manager without being licensed. They received the following message ""My name is (redacted Respondent name) and I'm the new property manager for (redacted street address), representing the new owner."

The Respondent is unlicensed. A response was provided by an individual with a different name. The Respondent asked for clarification because it was their understanding that property owners were allowed to self-mange properties without a license. The name mentioned in the complaint is an AI program that was used as a virtual assistant and isn't a real person.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

Here, although the Respondent is unlicensed, they were the owner of the property. Owners aren't required to have a license to rent out their property. Therefore, Counsel believes that the exemption applies. Based on all these facts, Counsel recommends this matter be dismissed.

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

121. 2026007931
Opened: 2/26/2026
First Licensed: 9/28/2015 Expires: 9/27/2027
Type of License: Real Estate Firm History: None
The Complainant is an out of state resident. The Respondent is a Real Estate Firm. The complaint stated that a realtor at the firm (Affiliate) illegally listed their Tennessee property on a third-party website without their knowledge, consent, or verification. The listing was removed from the website on January 30, 2026, after it was confirmed that the Complainant was the rightful owner.

They spoke with the Affiliate and found out that they had a copy of their son's out of state driver's license. They were told that the license was used to verify that their son was the owner of the property. Their son didn't send the information to the Respondent, and the identification had inaccurate information on it. While the listing was active, the Respondent sent a drone company to take pictures of their property, without permission. It was alleged that the Respondent engaged in fraudulent behavior and listed property without their consent.

The managing Broker/ co-owner provided a response on behalf of the firm. The response stated that an Affiliate at the office received a call from someone claiming to be the owner of the property on January 19, 2026. They asked who referred them and was told that the individual found their name online. The Respondent asked the individual to send a copy of their driver's license to confirm ownership. The license they received matched the name of the owner in the tax records. They also called their title company and put the name in Forewarn.

Forewarn showed that the number the individual called from actually was the same as one of the addresses of the owner. The title company didn't see anything suspicious. Once they confirmed that the individual wasn't the true owner, they removed the listing.

Tenn. Code Ann. §62-13-406(c) states "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, a scammer attempted to fraudulently sell property belonging to the Complainant. The Affiliate relied on the individual's assertion that they were the owner. It appears that the Affiliate exercised reasonable skill and care by attempting to confirm ownership before listing the property. There was nothing in the information provided to suggest that the Respondent knowingly engaged in fraudulent activity or had reason to believe that the individual they were communicating with wasn't the rightful owner. Therefore, Counsel recommends this matter be dismissed.

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

122. 2026008111
Opened: 2/26/2026 First Licensed: 6/7/2002 Expires: 9/19/2026
Type of License: Real Estate Firm History: None
The Complainant is a tenant at a property managed by the Respondent. The Respondent is a Real Estate Firm. The Complainant alleged that the Respondent engaged in improper property management practices. They stated that they were charged for not having renters' insurance. They didn't receive proper notice or a chance to provide proof of their existing coverage. The Respondent directed them to resolve the issue solely with a third-party vendor. The vendor lacked a reasonable dispute process. The Respondent lacked responsiveness, which prevented timely resolution of billing disputes. It was alleged that the Respondent engaged in unprofessional conduct, improper fee practices, and failure to adequately manage tenant communications and billing.

The Respondent stated that the Complainant's issue was with the insurance company, not them. The Respondent attempted to explain that to the Complainant multiple times. Once the insurance company was contacted by the Complainant, the matter was resolved.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

Here, the Respondent is a licensed Real Estate Firm, and the interaction involved the billing for the Complainant's perceived lack of renters' insurance. The Respondent stated that the proper way to resolve the matter was by contacting the insurance company directly. The other concern related to timely communication would be a landlord/tenant dispute. The Commission doesn't have jurisdiction over this matter. Based upon all these facts, Counsel believes that the exemption applies and recommends this matter be dismissed.

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

123. 2026007711
Opened: 3/10/2026
First Licensed: 4/24/2018 Expires: 2/15/2028
Type of License: Principal Broker History: None
The Complainant a company and was submitted by a representative from the company. The Respondent is a Principal Broker. A lawsuit was initiated by the Complainant against the Respondent. The Complainant stated that on or about October 3, 2024, the Complainant entered into a written contract with the seller to purchase property that was listed by the Respondent. The Complainant was provided with Covenants, Conditions and Restrictions (CCRs) which seller and/or Respondent represented were the CCRs applicable to the lot being purchased. The Provided CCRs were attached to and/or incorporated into the closing documents. The Complainant relied on the provided documents and was a factor in deciding to purchase the property. The CCRs that the Complainant received contained a minimum residential square footage requirement of 1,400 square feet. The Complainant spent a substantial amount designing and constructing a residence on the property that complied with the 1,400 square feet minimum. However, after construction commenced/completed, the Complainant was notified that the cored CCRs Plaintiffs were notified that the Correct CCR requires 2,000 square feet minimum and the residence, as built, was in violation. The Complainant stated that the Respondent and the seller either knew or should have known that the provided CCRs were not applicable to the lot. It was further alleged that the Respondent failed to disclose material information and fraudulently misrepresented the CCR's requirements.

The Respondent's Attorney provided a response to the complaint. The seller entered into an Exclusive Right to Sell Listing Agreement with Respondent's firm. On or around February 2, 2024, The Respondent was designated to act as the seller's agent.

The Property was first listed for sale on February 2, 2024. When the property was initially listed, the Respondent contacted the local County Register's Office to obtain the Covenants, Conditions, and Restrictions ("CCRs") for the subdivision where the property was located. The Respondent attached the CCRs to the MLS listing. On October 3, 2024, the Complainant submitted an offer, which was accepted the next day. The closing date was October 11, 2024. The Complainant was notified that the correct CCRs contained a different minimum square footage requirement. The Respondent wasn't aware that the CCRs provided by the register's office contained inaccurate information. The Respondent was unaware of any issue until they were served with a civil complaint on or about September 24, 2025. The lawsuit alleged fraudulent misrepresentation, negligent misrepresentation, and breach of contract. On or around December 15, 2025, the Complainant via their attorney, filed a Notice of Voluntary Nonsuit, which was still pending in civil court.

The Respondent stated that the CCRs for the property were publicly available documents. The Complainant could and should have done their own due diligence. If they had, any error prior to the finalization of the transaction would have been discovered. Furthermore, the Complainant signed the purchase and sale agreement that included the following disclaimer language:

Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto.

The Respondent denied that they knowingly or recklessly provided false information. The CCRs that the Respondent obtained and attached to the MLS came from the Register of Deeds office, a reputable source. The Respondent had no reason to believe that this information would be incorrect. The Respondent didn't receive notice that the CCRs were incorrect before closing.

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

Here, Counsel finds Complainant's allegations related to the Respondent intentionally misrepresenting the CCRs building requirements to be unfounded. Both parties attached court documents. Based on the information provided, there was nothing to indicate that the Respondent was aware of the discrepancy. If the seller was aware of the discrepancy and chose not to disclose it to the Respondent, there was no imputation of knowledge or information, under Tenn. Code Ann. §62-13-406(c). Therefore, Counsel recommends this matter be dismissed.

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

124. 2026008551
Opened: 3/10/2026 First Licensed: 3/1/2002 Expires: 2/26/2028
Type of License: Affiliate Broker History: None

The Complainant is an out of state resident and was a buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent misrepresented the marketability of the property as a short-term rental. In 2023, the Complainant hired a realtor to help them search for a short-term rental (STR) investment property. One of the requirements is that the property had to have a positive cash blow. After looking at several properties, they focused on the one listed by the Respondent. The Complainant consulted with their agent and a property management company to confirm the rental numbers provided by the Respondent. They were told that although the numbers were high, it wasn't unattainable. After closing on the property, the highest profit they received was approximately thirty-three percent (33%) of the rental numbers that were given to them. They filed a lawsuit against the Respondent in 2026 and requested that the Respondent's license be revoked.

The Respondent's Attorney provided a response on their behalf. The Respondent acted as the seller's agent. The property was marketed as a STR cabin, due to the market in that area being known for tourism and vacation rentals. The Complainant purchased the property with the intention of using it as an investment. Specifically, they intended to use it as a STR property. The Respondent provided rental income information to all prospective buyers. The information came from the seller, via the seller's property management company. The Respondent relied in good faith as part of the disclosure process for marketing an income-producing property. The Respondent denied committing any wrongdoing, violating any ethical obligations, or breaching any statutory duties in connection with the transaction at issue.

Tenn. Code Ann. § 62-13-406(c) states, 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.

Tenn. Code Ann. § 62-13-313(e) states, in relevant part, that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following:

(1) 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;
(2) The applicable statute of limitations set out in § 40-2-101, if the violation of § 62-13-312 also constitutes a criminal offense; or

(3) Ten (10) days after a successful criminal prosecution becomes final, if the violation of
§ 62-13-312 also constitutes a criminal offense and the time required for prosecution of the offense exceeds the time specified in subdivision (e)(1) or (e)(2).

Here, the Respondent wasn't acting as a property manager for STR on the seller's behalf. The Respondent relied on the information provided by the seller and provided it in good faith. Counsel finds Complainant's allegations to be unfounded. Additionally, this matter exceeded the statute of limitations. The complaint was filed in 2026, but the alleged violation occurred and the Complainant was aware of the violation in 2023. Based upon all these facts, Counsel recommends this matter be dismissed.

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

125. 2026009091
Opened: 3/10/2026
First Licensed: 8/27/2012 Expires: 8/26/2020 (Expired) Type of License: Affiliate Broker History: None
An anonymous complaint was filed against the Respondent and alleged that they were engaged in unlicensed activities by managing rental units without proper licensing.

The Respondent stated that the complaint lacked specificity and couldn't provide a meaningful response.

Here, the complaint didn't include any additional information such as an address, lease, or advertisements from the Respondent. Since the complaint was filed anonymously, Counsel was unable to request additional information.

Due to the lack of information, Counsel recommends this matter be dismissed.

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

126. 2026009111
Opened: 3/10/2026 Unlicensed History: None
An anonymous complaint was filed against the Respondent and alleged that they were engaged in unlicensed activities by managing rental units without proper licensing.

The Respondent is unlicensed but stated that they have signed Power of Attorney documents that have been filed with the state for the properties they manage.

Here, the complaint included a screenshot of what appears to be the Respondent's social media page. The post advertised rental properties available and identified themselves as the owner of the company. However, information such an address for the rental properties weren't provided. Therefore, Counsel was unable to confirm the ownership. Due to the complaint being filed anonymously, Counsel was unable to request additional information. Counsel recommends this matter be dismissed.

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

127. 2026009451
Opened: 3/10/2026
First Licensed: 4/19/2021 Expires: 4/18/2027
Type of License: Affiliate Broker History: None
The Complainant was a seller in a real estate transaction. The Respondent is an Affiliate Broker and acted as the buyer's agent. The Complainant alleged that the Respondent failed to disclose personal interest. During the transaction, the Respondent included an addendum that listed them as a buyer to the transaction. Prior to the addendum, the Respondent didn't identify themselves as a party in addition to being an agent.

The Respondent stated that it wasn't their intention to withhold any material information. The Respondent represented the buyer, who was also their fiancé. At the time that the contract was bound, the buyer was the sole purchaser. At that time, they stated that they didn't believe that disclosure was necessary because they weren't married, nor did they have a direct ownership interest. They now understand that that their personal relationship to the buyer required written disclosure to the seller prior to or at the time of the offer.

Tenn. Code Ann. § 62-13-403(7)(A) states, in relevant part:

A licensee who provides real estate services in a real estate transaction shall not engage in self-dealing nor act on behalf of licensee's immediate family or on behalf of any other individual, organization or business entity in which the licensee has a personal interest without prior disclosure of the interest and the timely written consent of all parties to the transaction.

Tenn. Comp. R. & Regs. 1260-02-.11(1) states:
No broker or affiliate broker shall, either directly or indirectly through a third party, purchase for himself or attempt to purchase or acquire any interest in or option to purchase property listed with him or with his company, or property regarding which he or his company has been approached by the owner to act as broker, without first making a full disclosure of his true position to the owner of the property or to any prospective purchaser for which he has acted for as a client or customer. After acquiring any such personal interest, either directly or indirectly, the broker or affiliate broker shall make a full disclosure of his true position to prospective purchasers who tender offers to buy the property.

Here, the Respondent stated that they did provide a personal interest disclosure form, but they admitted it may not have been timely. A copy of the personal interest disclosure form was not included in the documents provided. A copy of the amendment adding the Respondent as a party was included. Based on the information provided, the Respondent was required to disclose, in writing, that they had a personal relationship with and existed prior to any offer being made.

Therefore, Counsel recommends that the Complainant be assessed a civil penalty in the amount of Two Hundred and Fifty Dollars ($250.00) for failing to disclose a personal interest, in violation of Tenn. Code Ann. § 62-13-403. Counsel also recommends that the Respondent take and pass a

Counsel recommends the Respondent be assessed a civil penalty in the amount of Two Hundred and Fifty Dollars ($250.00) for failing to disclose a personal interest in violation of Tenn. Code Ann. § 62-13-403, Counsel also recommends that the Respondent be required to take and pass a four (4) credit hour course focused on disclosures, that can count towards the required continued education credit needed for licensure.

Recommendation: Assess a Civil Penalty in the amount of Two Hundred and Fifty Dollars ($250.00) and require the Respondent to take and pass a Four (4) credit hour Disclosure course that can count towards the required continued education credit needed for licensure.
Commission Decision: The Commission accepted counsel's recommendation.

128. 2026010131
Opened: 3/10/2026
First Licensed: 8/21/1997 Expires: 3/21/2028
Type of License: Affiliate Broker
History: 2013 Consent Order for failure to timely to account for or remit any moneys coming into the licensee's possession; 2015 Final Order with no violation found
The Complainant was the prospective seller in a real estate transaction. The Respondent is an Affiliate Broker and represented the prospective buyer. The Complainant alleged that the Respondent refused to show the prospective buyer the Complainant's home. The Complainant stated that the Respondent's decision was because they wouldn't receive their desired commission. The Respondent scheduled a showing and asked for specifics. The Respondent was told that the commission was 2.5% and up depend on the offer. The Respondent wanted 3% then cancelled the showing. The Complainant alleged that the Respondent violated the Sherman Act, Antitrust laws, and ethical violations established by 2024 National Association of Realtors (NAR) settlement. It was further alleged that the Respondent engaged in deceptive trade practices and breached their fiduciary duty.

The Respondent's attorney provided a response on their behalf. The Respondent stated that their recollection of the conversation was that the Complainant's agent said the Complainant wouldn't pay anything towards the Respondent's commission unless the Complainant "seller "really liked the offer." They didn't recall the Complainant's agent saying anything about offering a 2.5% buyer's agent commission. Based on the previous communications with the other agent, they informed their client that they would be responsible for paying the Respondent's commission. The prospective buyers didn't want to pay the Respondent's commission and decided not to proceed with the showing.

Here, the deciding factor in cancelling the showing was because the prospective buyer didn't want to pay the commission. It appears that the Respondent properly advised their client of the contractual obligation to pay the commission if it wasn't offered by the seller. Based on the information provided, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

129. 2026010561
Opened: 3/10/2026 First Licensed: 2/1/2024 Expires: 1/31/2028
Type of License: Real Estate Firm

History: None
An anonymous complaint was filed against the Respondent. The complaint alleged that the "brick and mortar" building was in one city (City 1), but when they looked at the local MLS the office address was in a different city (City 2). It was alleged that it was very confusing about where the company was located.

The Respondent stated the office moved locations. A sign was placed on the front door of the office located in City 1. At the time of the response, they were still waiting for the exterior sign to change. Additionally, they submitted a change of address with the Commission.
Here, Counsel was unable to determine the asserted violation or find a violation that would be relevant. The Respondent submitted the proper paperwork to update the Commission about the new office location. Furthermore, the distance between the old location and new location was roughly thirty (30) minutes. Even if someone travelled to the first location, the new office address was provided.

Based on the information provided, Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

130. 2026010991
Opened: 3/10/2026

First Licensed: 4/27/2023 Expires: 4/26/2027
Type of License: Vacation Lodging Service Firm History: None
The Complainant is a homeowner. The Respondent is a Vacation Lodging Service (VLS) Firm. The Complainant alleged that the Respondent advertised as a manager of thirty (30) day and month to month furnished rentals. It was alleged that the Respondent offered services that were outside the scope of VLS licensing. The Complainant included several emails between them and the Respondent that discussed some of the details of the service offered.

A representative of the VLS Firm provided a response on the Respondent's behalf. The Respondent operated under licensed real estate brokerage supervision in Kentucky, Indiana, and Ohio. As part of a structured expansion strategy, the Respondent initiated the process of obtaining Tennessee broker licensure. The Respondent stated they didn't perform brokerage activity in Tennessee that required licensure. They stated that no lease was negotiated, no tenant was procured, no management agreement was executed, and no compensation was received. The reference to the mid-term rental ("MTR") properties reflected furnished occupancy within a lodging-oriented framework.

Tenn. Code Ann. § 62-13-104 (b)(1)(C) defines vacation lodging service as "any person that engages in the business of providing the services of management, marketing, booking and rental of residential units owned by others as sleeping accommodations furnished for pay to transients or travelers staying no more than fourteen (14) days."

Here, the emails were initiated by the Respondent and offered a "free leak analysis." The initial email contained the following language:

Hi (redacted Complainant name), Most short-term rentals profit leak money at a few simple points in the booking funnel:

- How often you show up in search
- How many people click into your listing
- How many of those actually book
- How much profit you keep from each stay (and how often guests re-book)

For homes like (redacted street address), when we clean these up and reduce turnover costs, we typically see a 20–40% lift in net profit. If you would like, I can map out where we would expect the biggest gains for (redacted street address) in a 1-page Profit LeakSnapshot

The Complainant asked if the Respondent handled 30-day furnished rentals. The Respondent responded "yes." Another email provided additional information about their management services. The Respondent told the Complainant that they currently managed about twenty-five (25) “true mid-term furnished rentals, including five (5) in the (redacted city) area doing month-to-month stays.” They also stated that they managed over two hundred (200) short-term rentals overall, so the systems, screening standards, and operational infrastructure were already established. They specifically discussed their mid-term rentals (MTR). They asserted that their MTR process was “intentionally designed for tighter furnished rentals, including income verification, background checks, clear pet standards, and tenant profiles geared toward professionals rather than open-ended applicants.”

Based on Counsel’s understanding, the Commission doesn’t offer a mid-term rental license. So, any stay over fourteen (14) days would require a real estate firm license and a licensed principal broker to be in compliance. Here, the Respondent stated that they didn’t draft or execute traditional residential lease agreements, negotiate residential lease terms, procure tenants for unfurnished annual leases, or represent landlords or tenants in lease negotiations. However, the documents indicate that they directly marketed to the Respondent (and presumably other homeowners in Tennessee) and stated that they managed properties for individuals that exceeded the VLS timeframe.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission’s rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

The Respondent is not a licensed broker, a homeowner, or an employee of a broker licensed broker in Tennessee. Therefore, the Counsel doesn’t believe the exemption applies to the Respondent.

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

Recommendation: **Assess the Respondent a Civil Penalty of One Thousand Dollars ($1,000.00) for engaging in unlicensed activity, in violation of Tenn. Code Ann. § 62-13-301.**

Commission Decision: The Commission accepted counsel's recommendation.

131. 2026005941
Opened: 3/16/2026 Unlicensed History: None
An anonymous complaint was filed against the Respondent and alleged that they were engaged in unlicensed activities by acting as a property management company without proper licensing. The complaint included various screenshots of the Respondent's social media posts, which advertised homes for rent. Screenshots of text messages, presumably between the Complainant and the Respondent, were provided. The text messages were from the same number in the advertisements.

A response wasn't provided.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .

The Respondent is not a licensed broker, a home owner, or an employee of a broker licensed broker in Tennessee. Therefore, the Counsel doesn't believe the exemption applies to the Respondent.

Counsel finds the Complainant's allegations related to unlicensed activity to be founded. Therefore, Counsel recommends that the Respondent be assessed a civil penalty of One Thousand Dollars ($1,000.00) for engaging in unlicensed activity, in violation of Tenn. Code Ann. § 62-13-301.

> **Recommendation**: **Assess the Respondent a Civil Penalty of One Thousand Dollars ($1,000.00) for engaging in unlicensed activity, in violation of Tenn. Code Ann. § 62-13-301.**

Commission Decision: The Commission accepted counsel's recommendation.

132. 2026006011
Opened: 3/16/2026 First Licensed: 5/1/2017
Expires: 4/30/2019 (Expired) Type of License: Affiliate Broker History: None

The Complainant alleged that the Respondent engaged in unethical practice when they misrepresented material facts during a Complainant's tenant dispute. The Respondent is a tenant at an apartment complex. The Respondent had a noise complaint. The Respondent falsely claimed that the management company offered an apartment transfer to resolve the noise complaint, but it was proposed by the Complainant. The management company repeatedly ignored the their emails for almost fifty (50) days. It was alleged that the Respondent engaged in professional neglect and incompetence.
A response wasn't provided.

Tenn. Code Ann. § 62-13-104 (a)(1)(E) provides, in relevant part, that the Commission's rules and regulations 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. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker. . .
Here, the email exchange that was included with the complaint had the Respondent's name attached. However, when Counsel attempted to confirm the property management company and the partnership, a matching name wasn't found. The property management company's website didn't include a list of staff. The company had a list of employees, but none that matched the Respondent's first and last name. The Respondent's email signature identifies them as an "area vice president." Based on the information provided, it is believed that the Respondent engaged in unlicensed activity. It is also believed that the apartment complex is unlicensed as well. Counsel attempted to find the company in CORE, but no results were found.

The Respondent is not a licensed broker, a homeowner, or an employee of a broker licensed broker in Tennessee. Therefore, the Counsel doesn't believe the exemption applies to the Respondent.

Counsel finds the Complainant's allegations related to unlicensed activity to be founded. Therefore, Counsel recommends that the Respondent be assessed a civil penalty of One Thousand Dollars ($1,000.00) for engaging in unlicensed activity, in violation of Tenn. Code Ann. § 62-13-
301. It is also recommended that a complaint be administratively opened against the property management company.

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. Administratively opened a complaint the property management company.

Commission Decision: The Commission accepted counsel's recommendation.

133. 2026009871
Opened: 3/16/2026
First Licensed: 7/27/2007 Expires: 7/26/2027
Type of License: Real Estate Firm
History: 2023 Consent Order for failure to respond to a complaint; 2024 Letter of Warning regarding duty to respond to a complaint within ten (10 days)
This complaint was administratively opened after the Respondent was selection for a routine audit. The Respondent is a Real Estate Firm. An audit was opened on December 31, 2025. An extension was requested and a due date of January 23, 2026, was granted. Half of the documents were received on the deadline. Three days later, the Respondent was notified that only partial records were received. The Respondent sent more on January 27, 2026, however required documents were still missing. The next day, the Respondent was informed that the documents would be due by the close of business on January 29, 2026, or the audit would be closed as insufficient. A response wasn't received and the matter was referred to legal.

A response wasn't provided and the mailed complaint came back as "unable to forward." However, the Respondent still has an active license.

Tenn. Code Ann. § 62-13-312(b)(14) states, in relevant part:

The commission shall have the power to refuse a license for cause or to suspend or revoke a license where the licensee violated or attempted to violate the terms of any lawful order entered by the commission. . .

Since the Respondent previously was issued a Letter of Warning for failing to respond to a complaint within ten (10) days, Counsel 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 failing to follow a lawful order by the Commission, in violation of Tenn. Code Ann. § 62-13-312(b)(14).

Commission Decision: The Commission accepted counsel's recommendation.

134. 2026007691
Opened: 3/24/2026
First Licensed: 10/30/2024 Expires: 10/29/2026
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 tried to force them to pay money before releasing them from their exclusive representation agreement. The complaint stated that this matter was meant to be reviewed by the Alabama real estate commission or proper regulatory board.
A response wasn't provided. A past due notice was sent via certified mail but no signature was on the return card so it can't be confirmed if the Respondent received the letter.
The Complainant submitted screenshots of text messages between them and the Respondent. The representation agreement wasn't included but the messages indicated that the agreement was for property in Alabama. If that's the case, the Commission doesn't have jurisdiction over this matter as it didn't occur in Tennessee. Nevertheless, if the matter was related to a Tennessee property, this would amount to a contract dispute, which would be better suited for civil court. Therefore, Counsel recommends this matter be dismissed and a referral be made to the Alabama real estate commission.
Recommendation: Dismiss and refer the matter to the Alabama Real Estate Commission. Commission Decision: The Commission accepted counsel's recommendation.

135. 2026007721
Opened: 3/24/2026
First Licensed: 11/3/1994 Expires: 4/4/2027
Type of License: Principal Broker
History: 2010 Consent Order for failure to maintain E&O insurance
An anonymous complaint was filed against the Respondent. The Respondent is a Principal Broker. The complaint stated that the Respondent is a listing agent at a firm, but advertised with another firm, not registered with the Commission.

A response wasn't provided and the mail was returned as undelivered. Tenn. Comp. R. & Regs. 1260-02-.12 (3)(b) 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.

Here, the complaint included a screenshot of what appears to a website. There is an individual with the same name as the Respondent. The website didn't include a date or indicate when it was taken. The complaint only contained a portion of the website. The quality wasn't great, but Counsel believes that the logo on the website stated the company was a real estate advisor group. Counsel attempted to review the website, but the page was unavailable. Due to the complaint being filed anonymously, Counsel was unable to request additional information. Counsel recommends this matter be dismissed.

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

136. 2026017811
Opened: 3/24/2026
First Licensed: 5/17/2024 Expires: 5/16/2028
Type of License: Affiliate Broker History: None
The Complainant alleged that the Respondent engaged in fraudulent activity when they told the Complainant that there weren't any dogs in the neighborhood. The complaint also alleged that the Respondent engaged in harassing behavior to get them to leave the property. They stated that they paid the Respondent a check for $230,000 from their bank and the Respondent is using their real estate license to commit fraud.

The Respondent denied the allegations of fraud or misrepresentation. They stated that they didn't recall the Complainant asking about pets in the neighborhood. The Respondent stated that they had dogs and it was readily apparent at the time of the transaction. The Respondent denied guaranteeing that the were or weren't animals at the neighboring properties. The Respondent stated that the real estate transaction was completed through all legal and professional channels. A copy of the purchase and sale agreement was included.

The Respondent was the seller in a real estate transaction, and the Complainant was the buyer. The Complainant paid $230,000 as the purchase price. It appears that the closing date was August 2025. Here, there was nothing to suggest that the transaction was fraudulent or that the Respondent engaged in harassment after the Complaint moved in. Additionally, the Respondent wouldn't be able to accurately notify the Complainant of any pets that didn't belong to them personally, and the fact that the Complainant saw four (4) dogs after moving would not have been a material fact that the Response was required to disclose. Based on the information provided, Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

137. 2026008411
Opened: 3/10/2026
First Licensed: 7/26/2006

Expires: 7/25/2026
Type of License: Affiliate Broker History: None
The Complainant is a real estate professional and acted as the buyer's agent. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent failed to accurately update the listing after the parties went under contract. On January 10, 2026, the contract was executed, with a closing date of January 26, 2026. The Complainant alleged that the Respondent failed to update the MLS listing from "active" to "under contract." Additionally, the Respondent delayed efforts to close on time. When the contract was terminated, the seller listed the property at a higher price. It was alleged that the Respondent's actions were not done in good faith.

The Respondent stated that the Complainant submitted an offer, the same day, the Complainant sent a text message that requested a five percent (5%) commission to be split between the agents. The Respondent asked that an amendment be submitted. For the MLS listing, the Complainant stated that even though the listing may have shown as "active," no attempts were made to market the property and any inquiries were told that the property was under contract. Lastly, they denied delaying the closing. Due to the projected weather conditions on the scheduled closing date, the Respondent summited an amendment to extend the closing date to January 29, 2026. However, the Complainant's client didn't sign before the deadline. So, the Respondent proceeded with the original closing date. Neither the Complainant nor their client showed up to closing and the contract was terminated. The Respondent denied delaying the process.
Tenn. Comp. R. & Regs. 1260-02-.12 (5)(c) states:

Listing information must be kept current and accurate. This requirement shall apply to "First Generation" advertising as it is placed by the licensee and does not refer to such advertising that may be syndicated or aggregated advertising of the original by third parties outside of the licensee's control and ability to monitor.
Here, discussions related to commissions owed will not be discussed because the Commission doesn't interfere with commission disputes, per Tenn. Comp. R. & Regs. 1260-02-.02 (8). Additionally, Counsel finds that the closing date remained the same since the amendment wasn't signed by all parties. However, Counsel did find that a potential violation occurred related to the listing's information. Based on the information

provided, it appears that the Respondent didn't publicly update the listing to show the property's status from "active" to "under contract" or "pending."

Due to the Respondent's long history without disciplinary action and the short time between the contract date and the closing date, Counsel recommends that a Letter of Warning be issued to ensure compliance with Tenn. Comp. R. & Regs. 1260-02-.12.

Recommendation: Issue the Respondent a Letter of Warning to ensure compliance with the advertising rules and the requirement to keep all listing information current and accurate, in compliance with Tenn. Comp. R. & Regs. 1260-02-.12 (5)(c).

Commission Decision: The Commission voted to accept counsel's recommendation.
138. 2026000701
Opened: 12/30/2025 First Licensed: 3/30/1972 Expires: 1/5/2027
Type of License: Real Estate Broker History: None
The Complainant is a Tennessee resident. The Respondent is a Real Estate Broker. The Complainant was a seller in a real estate transaction. The buyer was a construction company. The complaint alleged that the Respondent acted as an undisclosed "straw purchaser." On or around July 21, 2025, the Complainant conveyed property to the buyer, an investment company. It was alleged that the transaction had multiple interested entities and they worked together to disadvantage the Complainant and financially benefit the Respondent. The complaint alleged that the Respondent acted as an undisclosed "straw purchaser." On or around July 21, 2025, the Complainant conveyed property to the buyer, an investment company. The property was conveyed via warranty deed and the transaction closed using standard settlement documents. The Complainant and its heirs agreed to sell the property because they believed that the buyer would be the true owner. However, the same day that the transaction closed, the buyer transferred the property to the Respondent. The complaint stated it was never disclosed that the Respondent would be the controlling purchaser. Specific allegations will be discussed below.
The Respondent stated that they was neither the listing agent nor the selling agent in the transaction. Therefore, didn't personally have any files or written correspondence relating to this transaction. It was admitted that the seller's agent worked at the same firm as the Respondent. The buyer was also a lifelong friend of theirs. The Complainant was the adult child of one of the sellers. The Complainant and Respondent had a long history of issues between them related to politics.

The Respondent Improperly Reduced the Property's Price

The complaint alleged that the listing agents made multi-step efforts to reduce the property's sale price based on a lack of interest or comparable properties. On February

20, 2025, the listing agents requested a price reduction and based the request on the marketing platform's traffic. The listing website traffic showed that the property received approximately 2,000 views in the year it was listed on a commercial marketing platform. The listing agents stated that the marketing efforts produced very few showings and only one offer at the twelve (12) month mark.

On March 5, 2025, the administrator for the Complainant's estate, noted that the buyer would not exceed a purchase price of $410,000. The listing agent treated the amount as "fair and reasonable" based on then-current com parables and market conditions. The administrator further stated that buyer was the only party who had made an offer during approximately thirteen (13) months of listing. The acceptance of the offer was driven by representations and advice of the Complainants realtors. On June 17, 2025, Co-listing Agent 1 notified the administrator that the buyer requested a price reduction from $410,000 to $350,000, with no contingencies. The recommendation was also based on an engineer's finding. Co-listing Agent 1also stated that that $350,000 was above fair market value. It was alleged that the representations made by the listing agents and the engineering report were used as a pretext to devalue their property.

The Post-Closing Conveyance was not Compliant with the "arm's length" Contract

An investment company was formed on or about August 7, 2025. The Complainant stated that they weren't notified that the buyer intended to be involved or have an ownership interest in the company. On August 20, 2025, the Respondent acted through a construction company and conveyed the deed to the investment company. The sale was classified as "Non-Arm's Length." After that, the property was publicly marketed online at substantially higher pricing.

Improper Acreage Reported

The complainant stated that communications from individuals associated with their agent and an engineering firm identified a reduction in the acres that were part of the Complainant's estate.

The acreage was reported to the public as 5.62 acres, but the engineering firm reported 5.168 acres. The engineering firm claimed that easement impacts and floodplain overlaps as factors purportedly justifying sales pricing reductions by the administrator

The Complainant was told that there were no comparable corrective disclosure or new survey/acreage reconciliation presented in connection with Respondent's rapid conveyance to the investment company or in any subsequent marketing-supporting the contention that acreage assertions were used selectively as a pretext to reduce the price of the Complainant's property.

Undisclosed Conflicts

The complaint alleged that there were multiple conflicts of interest that weren't disclosed prior to or during the transaction.

Prior Relationship Between the Respondent and the Seller's Agent

The Complainant stated that public aggregate records reflected that one of their listing agents previously worked as an agent under the Respondent. It was alleged that the prior brokerage affiliation should have been disclosed. The Complainant asserted that failure to disclose the relationship was a material fact. The relationship could show a presumption of bias against the Complainant. They stated that the prior connection could affect the listing agent's marketing diligence and exposure; the Complainant's negotiation posture, and whether the Complainant's agents were free from conflicts when advising the Complainant to accept the buyer's offer.

The listing agent worked for the same firm as the Respondent and buyer's agent years ago. The Respondent denied communicating with this party about the property or interfering with the transaction.

Prior Relationship Between the Respondent and Buyer

The Complainant stated that the buyer and Respondent had a documented, pre-existing transactional relationship. This type of inconsistent with an independent arms-length buyer relationship. An investment company was formed on August 7, 2025. The investment company's business records showed ventures linked to a developer and real estate development activity.

The Respondent stated that the listing referenced in the complaint was brought up in a discussion during a group because an individua in the group was aware of the property's history and wanted to save it from demolition. The buyer was at that lunch and stated that they were interested in the property. The Respondent told the group that they wouldn't write an offer, due to the poor relationship with the Complainant, who was one of the sellers in the transaction. The Respondent stated that the subject property was part of an estate and the Complainant was one of the children. The sale was under the direction of court. The Respondent stated that the buyer made an offer in 2024 that was rejected.

Prior Relationship Between the Respondent and Engineer

The Complainant stated that records indicated that the Respondent and the engineer had a prior professional relationship. It was alleged that the Respondent hired the engineering firm on multiple prior occasions for land development, rezoning, and real estate-related projects. The complaint didn't allege impropriety by the engineering firm but stated that the existence of a previously undisclosed prior professional relationships is material to determining the impartiality of when assessing the property.

Prior Relationship Between the Buyer's agent and Respondent

The Complainant stated that records reflected that the buyer's agent represented the buyer, who was a nominal buyer working on behalf of the Respondent. It was alleged that the buyer's agent didn't disclose a prior relationship with the Respondent.

The Respondent stated buyer's agent was also a former partner of theirs. The Respondent denied communicating with this party about the property or interfering with the transaction.

Past Relationship with the Respondent

The Complainant stated that records reflected that the buyer's agent represented the buyer, who was a nominal buyer working on behalf of the Respondent. It was alleged that the buyer's agent didn't disclose a prior relationship with the Respondent.

Overview

Additionally, the buyer and Respondent had a company together in 2010. The business transactions and tax records demonstrated an established, pre-existing relationship between Respondent and the buyer. It was suggested that this increased the likelihood that the buyer served as an arranged straw purchaser for Respondent in order to conceal Respondent's true role and interests in Complainant's sales transaction.

The Complainant and Respondent provided multiple documents and supplements to their respective responses. Based on the information provided, the subject property was part of an estate sale. The Complainant was one of the beneficiaries of the property. The sale appeared to be completed by an administrator for the estate. The Respondent and Complainant appeared to have personal disputes. Here, the Respondent wasn't involved in the sale of property so was unsure how disclosure would have occurred. The records show that the property was sold in compliance with the law, and after transfer, the Complainant became aware of the Respondent's involvement. The documentation indicated that the Respondent knew multiple parties that were part of the transaction, but nothing suggested that the Respondent had an influence on the purchase price, negotiations, or any agent. Additionally, the Complainant wasn't the only seller that was part of the estate.

Counsel recommends that this matter be dismissed. However, it is requested that the matter be discussed by the Commission to determine whether a disclosure was required for the Respondent or any other parties to the transaction.

The allegation that there was an improper relationship that needed to be disclosed was not

Recommendation: Discuss

Commission Decision: The Commission voted to dismiss the complaint.

TIMESHARES:

139. 2026001471
Opened: 2/9/2026
First Licensed: 9/16/2024 Expires: 9/15/2026
Type of License: Time Share Salesperson History: None
Complaint number 2026001461 (#139) and complaint number 2026001471 (#138) are related and contain identical allegations.

The Complainant is a Tennessee resident. The Complainant alleged that the Respondent and their partner committed fraud and misrepresented the capabilities of the points that they purchased for their own personal gain. On November 23, 2025, the Complainant and their spouse attended a sales pitch to redeem a free travel weekend that was won through a contest by the timeshare company. They told the Respondent's coworker that they weren't interested in purchasing a timeshare. The Respondent was asked to assist their coworker. The Respondent and their coworker explained that company would give them an extra 500,000 points as a bonus, and after scheduling one vacation, that Complainant would be able to sell our remaining 700,000 points to the vacation share program at a rate of $5,000.00 per 100,000 points. The Respondent and their coworker described the program as being able to sell points to completely cover the maintenance fees. After they had access to the points, they discovered that points could be converted to maintenance dollars but not at the rate that was described. The rate wasn't enough to cover costs as described during the sale. The Respondent used deceitful tactics, misrepresented the facts of ownership, and lied about programs in order to make a sale. The Complainant filed a formal complaint with the company.

A Representative from the company provided a response on the Respondent's behalf. The response stated that Complainant agreed to purchase a contract on April 26, 2025. The Complainant received a one-time allocation of 200,000 points with a membership start date of May 7, 2025, and ended April 26, 2026. The program allowed individuals to experience the flexibility of timeshare ownership before they committed to becoming a timeshare member. On November 23, 2025, the Complainant utilized their points towards the equity towards a new contract. The Complainant called to terminate the contact on January 7, 2026. At that time, the Respondent advised them that they were outside the recession period. Here, the co-worker who signed the contract with the Complainant was no longer with the company at the time the request to terminate the contract was submitted. The Representative acknowledged that the response may have been delayed However, the Respondent denied any fraudulent behavior or that they provided misleading information.

Based on the information, the contract for the timeshare was entered on November 23, 2025. The cancellation request wasn't made until January 2026, which was outside of the recission period.

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

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

140. 2026001461
Opened: 2/26/2026
First Licensed: 6/18/2025 Expires: 6/17/2027
Type of License: Time Share Salesperson History: None
Complaint number 2026001461 (#140) and complaint number 2026001471 (#139) are related and contain identical allegations.

The Complainant is a Tennessee resident. The Complainant alleged that the Respondent and their partner committed fraud and misrepresented the capabilities of the points that they purchased for their own personal gain. On November 23, 2025, the Complainant and their spouse attended a sales pitch to redeem a free travel weekend that was won through a contest by the timeshare company. They told the Respondent that they weren't interested in purchasing a timeshare. The Respondent then asked another salesperson to assist. The Respondent and their coworker explained that company would give them an extra 500,000 points as a bonus, and after scheduling one vacation, that Complainant would be able to sell our remaining 700,000 points to the vacation share program at a rate of $5,000.00 per 100,000 points. The Respondent and their coworker described the program as being able to sell points to completely cover the maintenance fees. After they had access to the points, they discovered that points could be converted to maintenance dollars but not at the rate that was described. The rate wasn't enough to cover costs as described during the sale. The Respondent used deceitful tactics, misrepresented the facts of ownership, and lied about programs in order to make a sale. The Complainant filed a formal complaint with the company.

A response wasn't provided and the mail was returned to sender. However, a representative with the company provided a response to the related complaint number 2026001471 **(#).** A Representative from the company provided a response on the Respondent's behalf. The response stated that Complainant agreed to purchase a contract on April 26, 2025. The Complainant received a one-time allocation of 200,000 points with a membership start date of May 7, 2025, and ended April 26, 2026. The program allowed individuals to experience the flexibility of timeshare ownership before they committed to becoming a timeshare member. On November 23, 2025, the Complainant utilized their points towards the equity towards a new contract. The Complainant called to terminate the contact on January 7, 2026. At that time, they were told that they were outside the recession period. Here, the Respondent was no longer with the company at the time the request to terminate the contract was submitted. The Representative acknowledged that the response may have been delayed However, the Respondent denied any fraudulent behavior or that they provided misleading information.

Based on the information, the contract for the timeshare was entered on November 23, 2025. The cancellation request wasn't made until January 2026, which was outside of the recission period.

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

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

141. 2026006181
Opened: 2/18/2026
First Licensed: 5/10/2022 Expires: 5/9/2028
Type of License: Time Share Salesperson History: None
The Complainant is an out of state resident. The Complainant alleged that the Respondent engaged in deceptive practices, materially misrepresented their encounter and fraudulently induced the Complainant into entering a contract. The Complainant requested that their contract be immediately cancelled, they receive a full refund towards the money spent towards the timeshare, and a refund $2,000 that was charged to their credit card without their knowledge.

A Representative from the company provided a response on the Respondent's behalf. The response stated that Complainant purchased a timeshare interest on May 10, 2025. The Complainant purchased an additional timeshare interest on August 2, 2025, which they chose to cancel within the applicable rescission period. The Respondent denied the claim they misrepresented the product that the Complainant purchased on May 10, 2025. At the time of purchase, the Complainant was advised on the type, location, and use of the product they were purchasing, the financial obligations associated with the product, and their cancellation rights consistent with applicable law. Further, in addition to the sales documents and legal disclosures received at the time of purchase, the Complainant also received documentation that advised them on the terms and conditions governing membership and its usage. At the sales presentation, the Complainant could have attended without purchasing. The Respondent also denied charging the Complainant's credit card without their knowledge or authorization. The Complainant used a credit card to authorize the deposit toward the May 10, 2025, purchase. The Complainant signed the related credit card receipts.

Based on the information provided, the Complainant is outside of the recission period. Counsel recommends this matter be dismissed.
Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

142. 2025075211
Opened: 1/20/2026
First Licensed: 1/27/2015 Expires: 2/10/2027
Type of License: Real Estate Firm History: None
The Complainant is an out of state resident. The Complainant stated that a salesperson approached the Complainant and their spouse on September 11, 2025, with a sales pitch for a 400,000-point package. During the discussion, the Complainant repeatedly emphasized that they weren't interested in proceeding with any offer that would result in a credit inquiry.

The Respondent assured them that if a certain amount was paid upfront that a credit inquiry wouldn't be made. They agreed to pay $2,093.00 upfront and pay the remaining balance in monthly installments of $81.25. They were also told that they could cancel at any time. The Respondent didn't mention a recession period or any limitations on cancellation. They were later notified that a credit inquiry was made. They stated that they weren't given a copy of the contract.

A Representative from the company provided a response on the Respondent's behalf. The program allowed individuals to experience the flexibility of timeshare ownership before they committed to becoming a timeshare member. On November 23, 2025, the Complainant utilized their points towards the equity towards a new contract. The Complainant called to terminate the contact on January 7, 2026. At that time, the Respondent advised them that they were outside the recession period. Here, the co-worker who signed the contract with the Complainant was no longer with the company at the time the request to terminate the contract was submitted. The Representative acknowledged that the response may have been delayed However, the Respondent denied any fraudulent behavior or that they provided misleading information.

Based on the information, the contract for the timeshare was entered on September 11, 2025. The Complainant were advised of their rescission rights, and they are provided an opportunity to carefully review and reconsider all provisions in the contract. After the rescission period, however, the contract becomes legally binding. The Respondent denied engaging in any improper activity in connection with this transaction. As a gesture of goodwill, the Respondent agreed to cancel and refund the Complainant. Based upon all these facts, even though the Complainant was outside of the recission period, the Respondent agreed to terminate the Complainant's contract, which resolved the complaint's concern. Therefore, Counsel recommends this matter be dismissed.

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

143. 2026000371
Opened: 1/20/2026
First Licensed: 8/23/2017 Expires: N/A
Type of License: Time Share Registration History: None
The Complainant is an out of state resident. The Complainant stated that they attended a presentation in May of 2024. After the presentation, a credit account was opened in the Complainant's name without permission. The complaint alleged that the Complainant committed fraud and asked the Respondent to cancel their contract. They were told the Respondent was unable to find their contract. They asked for months and hit 2025 with no assistance even after letting them know that they didn't want to be owners with the Respondent's company anymore and wanted the contract out of their name.

A Representative from the company provided a response on the Respondent's behalf. On May 20, 2024, the Complainant purchased a contract for a timeshare interest. At the time of purchase, guests have the option to apply for a rewards Visa credit card.
When the Complainant, on November 13, 2024, first called to discuss the contract, the account could not be located however, the Respondent was able to locate the account and called the phone numbers, but the calls did not go through. An email was sent and the

Complainant was advised that they must be willing to speak with a representative before information could be provided. However, no responses were provided. The records stated that the Complainant's loan was paid in full.

Based on the information provided, The Complainant's allegations are better suited for criminal court. Here, the Complainant is outside of the recission period. Therefore, Counsel recommends this matter be dismissed.

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

144. 2026000681
Opened: 1/26/2026
First Licensed: 4/30/1999 Expires: 11/23/2026
Type of License: Real Estate Firm History: None
The Complainant is an out of state resident. The Complainant stated that they entered a contract with Respondent on August 13, 2022. After attending a four (4) hour presentation, a timeshare salesperson insisted that the Complainant upgrade their time to 510,000 points and apply for a new credit card, despite having a card to manage their fees. On July 8, 2023, the Complainant's spouse passed away, and they had to provide the sole income in the household. The Complainant requested that their contract be terminated.

A Representative from the company provided a response on the Respondent's behalf. The Complainant was an owner since 2006 with additional purchases in 2008, 2009, and 2018. On August 13, 2022, the Complainant agreed to trade in their contract to utilize the equity toward the purchase contract for a membership interest and in exchange they'd receive an annual allocation of 510,000 perpetual points.

The Representative expressed sympathy for the Complainant's loss but declined the cancellation request because from a contractual standpoint, they didn't find a basis to terminate the contract.

Based on the information provided, the Complainant is inside/outside of the recission period and the matter exceeded the statute of limitations. Therefore, Counsel recommends this matter be dismissed.

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

145. 2026002691
Opened: 1/26/2026 First Licensed: 4/6/2023 Expires: N/A
Type of License: Time Share Registration History: None
Complainant is an out of state resident. The Complainant stated that they entered a contract with the Respondent on July 22, 2023, and believed that they were getting an affordable and flexible deal. The timeshare ended up being a financial burden and they were charged a fee to borrow points. The complaint alleged that the Respondent knowingly made false statements to get them to purchase the timeshare. It was also alleged that the Respondent hid material facts.

A Representative from the company provided a response on the Respondent's behalf. On July 22, 2023, the Complainant purchased an upgraded interest on July 30, 2024. The Complainant traded the inventory from the prior purchase for higher vacation points. The Respondent denied misrepresenting any facts about the program. The Respondent denied that the Complainant was entitled to the contract termination.

Based on the information provided, Complainant is outside of the recission period and has exceeded the statute of limitations, Counsel recommends this matter be dismissed.

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

146. 2026011141
Opened: 3/10/2026
First Licensed: 3/24/2008 Expires: 3/23/2027
Type of License: Time Share Registration History: None
The Complainant is an out of state resident. The Complainant stated that they attended a timeshare presentation on June 13, 2024. After the presentation, a credit account was opened in the Complainant's name without permission. The Respondent charged over $3,000 on credit card. At the time of the complaint, the Complainant stated that they had a bill of $127.00, a mortgage around
$450.00, and $68.00 in maintenance fees. They stated that they were over their head, financially, would like to terminate the contract. A Representative from the company provided a response on the Respondent's behalf. On May 20, 2024, the Complainant purchased a contract for a timeshare interest. At the time of purchase, guests have the option to apply for a rewards Visa credit card.

A Representative from the company provided a response on the Respondent's behalf. On September 11, 2024, the Complainant agreed to purchase contract for a timeshare right to use interest and in exchanged, they'd receive an annual allocation of 84,000 perpetual points. The Complainant had the option to apply for a rewards credit card. Once approved, the Complainant agreed to utilize their credit card account to satisfy the down payment and closing costs in the amount of $3,479.80.

Here, the Complainant is outside of the recission period. The documentation indicates that the Complainant entered the contract with the Respondent, which include opening a credit card. However, if the Complainant believed that the documentation were fraudulent, the matter would be better suited for criminal court. Therefore, Counsel recommends this matter be dismissed.

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

147. 2026010871
Opened: 3/16/2026
First Licensed: 9/29/2009

Expires: 9/28/2027
Type of License: Real Estate Firm
History: 2025 Letter of Warning regarding duty to respond to all complaints within ten (10) days
The Complainant is an out of state resident. The Complainant stated that they entered a contract to purchase a timeshare after attending a presentation.

A Representative from the company provided a response on the Respondent's behalf. They stated that they received the complaint. However, they believed that it consisted of two (2) separate complaints submitted by separate owners. Both complaints mention a different timeshare company. The Respondent asked that the matter be closed against them and opened against the proper party.
Based on the information provided in the complaint, it does appear that the Complainant identified the wrong timeshare company. Therefore, Counsel recommends this matter be dismissed and a complaint be administratively opened against the proper Respondent.
Recommendation: Dismiss and administratively open a complaint against the proper Respondent.

Commission Decision: The Commission accepted counsel's recommendation.

CASES TO BE REPRESENTED

148. 2025074931
Opened: 1/20/2026
First Licensed: 3/13/2018
Expires: 3/12/2024 (Expired, Active) Type of License: Affiliate Broker History: None
The Complainant stated that they "got sued by somebody." They stated they had no idea who was on the land that they owned but the Respondent acted as the owner of the property and deed. The complaint alleged that the Respondent didn't make a payment and was setting up deals and acting like a real estate agent and claiming ownership.

The Respondent stated that they didn't represent anyone in a real estate transaction. They stated that it was a private sale.

Based on the information provided, it appears to be an issue related to ownership rights. The allegation didn't involve a transaction between the Complainant and the Respondent. The documents provided indicated that the Complainant and Respondent are co-defendants in an ongoing legal dispute that was filed in December of 2025. Although there are allegations of fraudulent activity, the matter has not been resolved, and it is likely that this matter will be an extensive process. If the Respondent were convicted of fraudulent activity related to any transaction where they acted as a real estate agent, then a civil penalty could be imposed for unlicensed activity. However, ownership in this matter is unclear. Therefore, Counsel recommends that this matter be placed in Litigation Monitoring to see how the matter proceeds.

Recommendation: Litigation Monitoring.

Commission Decision: The Commission accepted Counsel's recommendation.
New Information: This is related to complaint number 2026000431 (#116). The allegations are the same and involves the same Respondent.

The Complainant stated that the Respondent acted as their agent in a real estate transaction. The Respondent and sold five (5) plots of land in a subdivision. The Complainant and their business partner are now being sued by an unknown person. The Complainant stated that they stated that believed that there was an agreement with the Respondent and the company suing them. This complaint provided more information than the related complaint. A copy of the purchase and sale agreement was provided. On December 7, 2022, a tract of land was sold. The documentation shows that the Respondent acted as the seller and designated as the transaction broker or facilitator for the seller and buyer. The Respondent provided

a personal interest disclosure form. The documents clearly listed the Respondent as the seller and the documents were signed by all parties.
Tenn. Code Ann. § 62-13-313(e) states, in relevant part, that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following:

(4) **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;**

(5) **The applicable statute of limitations set out in § 40-2-101, if the violation of § 62-13-312 also constitutes a criminal offense; or**

(6) **Ten (10) days after a successful criminal prosecution becomes final, if the violation of § 62-13-312 also constitutes a criminal offense and the time required for prosecution of the offense exceeds the time specified in subdivision (e)(1) or (e)(2).**

Here, the complaint was filed in 2026. The alleged violation occurred and the Complainant was aware of the violation in 2022. The matter was not an enumerated criminal offense or part nor was the Respondent convicted of an applicable criminal offense. Based on the Information provided, this matter exceeds the statute of limitations. Therefore, Counsel's new recommendation it that this matter be dismissed.

<u>New Recommendation</u>: Dismiss.

<u>New Commission Decision</u>: The Commission accepted counsel's recommendation.

149. 2025038431
Opened: 7/28/2025
First Licensed: 8/24/1998 Expires: 11/26/2027
Type of License: Affiliate Broker History: None

The Complainant is a Tennessee resident and prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker. The complaint was submitted by an attorney on the Complainant's behalf. The Complainant stated that the Respondent engaged in ethical violations. In late 2024, the Complainant submitted $5,000 in earnest money for the purchase of a property. The transaction fell through and a mutual release was executed. The Respondent was instructed to deliver funds to the Complainant.

However, the Respondent withheld $2,500 and pressured the Complainant to agree that they were entitled to the money in recognition of the time spent showing the property. There was no written agreement or contractual obligation authorizing any commission, fee, or compensation. The Complainant submitted another $5,000 for an earnest money deposit on a different property. This contract also fell through, and another mutual release agreement was signed. The Respondent withheld $1,500 as a "loan." The Complainant felt pressured to agree to receive the remaining funds. The Respondent failed to return the $1,500. The complaint alleged that the Respondent failed to remit $4,000 in earnest money that was owed to the Complainant.

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

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

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

Recommendation: Discuss.

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

<u>New Information</u>: No new information was provided. Based on the discussion from the prior meeting, Counsel recommends that this matter be dismissed.

<u>New Recommendation</u>: Dismiss.

<u>New Commission Decision</u>: The Commission voted to accept counsel's recommendation.

150. 2025070041
Opened: 12/15/2025
First Licensed: 11/22/2022 Expires: 11/21/2026
Type of License: Affiliate Broker History: None
The Complainant is a principal broker. The Respondent is an Affiliate Broker who was the former employee at the Complainant's firm. The complaint alleged that the Respondent engaged in fraudulent activity by signing documents on behalf of buyers and sellers. The Complainant stated that the history indicated that the Respondent's behavior occurred at their previous firm and their firm. The complaint stated that the Respondent joined the firm on June 11, 2025, but they didn't become aware of this issue until November 24, 2025. The Complainant was out of town at the time but returned two (2) later to address the concern. The Respondent was immediately broker released.

The Respondent stated that they haven't received any prior complaints, disciplinary action, or broker concern regarding their performance. The Respondent stated that all transactions referenced in the complaint were completed with the full knowledge and review of their supervising brokers at the time, and all files were approved and closed without issue. The transactions at the Complainant's firm successfully closed and none of the clients expressed dissatisfaction with the documents or the handling of the transactions. They also stated that the clients gave authorization to assist with electronic signing. They stated that they have always acted in good faith and with the intention of complying with the laws, rules, and ethical standards established by the Tennessee Real Estate Commission.

Based on the information provided, the Respondent signed various documents for parties in multiple transactions. The Respondent used Authentisign™ to send documents related to the transaction from their work email address to a personal email address. This happened on multiple occasions, which will be discussed below.

Transaction 1

In one transaction, the Respondent represented the buyers. On October 1, 2025, the documentation showed that the Respondent sent a document titled "counteroffer" to their personal email. The electronic signature was done on behalf of the two (2) buyers. On October 8, 2025, the same thing happened with a document titled "RF 304 Disclaimer Notice."

Transaction 2

In another transaction, the Respondent represented the seller. On August 26, 2025, the Respondent signed a document titled "Exclusive Right to Sell Agreement"

Transaction 3

In a third transaction, the Respondent represented the buyers. It appears that the seller wasn't represented. Here, there were three (3) individuals, (one seller, two buyers). On July 23, 2025, a document titled "Subsurface Sewage Disposal System Permit Disclosure" was signed on behalf of the seller. On August 25, 2025, the Respondent signed a document titled " Tennessee Residential Property Condition Disclosure Update," on behalf of the seller. The same day, a document titled " Buyer's final inspection" was signed on behalf of the seller and buyer.

Transaction 4

In a fourth transaction, the Respondent was designated at the buyer's agent. There were two (2) buyers in this transaction and two (2) sellers. It appears that there was a listing agent, but it doesn't look like a seller's agent was designated, based on the documentation provided. On June 18, 2024, a name change amendment was signed on behalf of the buyers. On July 19, 2024, the Respondent sent the following documents "repair/replacement amendment", "buyer's final inspection", and an "RF 665 amendment". The first document was signed on behalf of the sellers and buyers. The second document was signed on behalf of the sellers. The third document was signed on behalf of the seller and buyers.

Tenn. Code Ann. § 62-13-312 (b)(20) states, in relevant part:

The commission shall have the power to refuse a license for cause or to suspend or revoke a license where a licensee, in performing or attempting to perform any conduct, whether of the that constitutes improper, fraudulent or dishonest dealing;

Based on the information provided, Counsel believes that the Respondent's actions constituted improper, fraudulent and/or dishonest when they signed documents on behalf of others. Although the Respondent asserted that actions were done to help their clients, who had difficulty using technology, there was no documentation to support this or authorization in writing from any of the parties involved. It is imperative that clients are aware of the contents of the contract. Therefore, Counsel recommends that the Respondent be assessed a civil penalty in the total amount of five thousand dollars ($5,000) (or $250.00 per signature that was done by the Respondent on behalf of someone else); Require that the Respondent take and pass the TRACE course, not to count towards the Respondent's required continued education credits; refer the matter the Attorney General's Office.

Recommendation: Assess the Respondent a Civil Penalty in the total amount of Five Thousand Dollars ($5,000.00) (or $250.00 per signature that was done by the Respondent on behalf of someone else); Require that the Respondent take and pass the TRACE course, not to count towards the Respondent's required continued education credits; refer the matter the Attorney General's Office.

Commission Decision: The Commission accepted counsel's recommendation.

151. 2025074731
Opened: 1/13/2026
First Licensed: 7/24/2018 Expires: 7/23/2026
Type of License: Affiliate Broker History: None
Complaint number 2025074731 (#2) and complaint number 2025074681 (#3) are related and contain identical allegations.
The Complainant was a seller in a real estate transaction. The Respondent is an Affiliate Broker and represented the buyer. On November 20, 2025, the parties entered into a purchase and sale agreement with a closing date set for December 9, 2025. The Respondent sent a HELOC approval letter from a third party who stated that they would be the one to purchase the property. It was alleged that the buyer was a real estate professional but didn't disclose it. The complaint also stated that the Respondent and buyer were married but didn't disclose the personal interest. The contract had contingencies that included a three (3) day feasibility study and a ten (10) day home inspection period. The Respondent came to the property and drove around on an ATV within the three (3) day period and didn't have any objections. The buyer didn't get a home inspection within the timeline. They were told that the buyer would proceed with the closing. On December 9, 2025, the Complainant and their business partner signed the paperwork around 10:00 am. Approximately three (3) to four (4) hours after they signed the paperwork, the Respondent called their agent and requested a ten (10) day extension. The buyer mentioned that the Tennessee Department of Environment and Conservation had the property flagged and that their funding wasn't available. The Complainant stated that wasn't true and the TDEC had no authority over closing, and there wasn't any contingency about TDEC's approval. Four (4) days after the closing date, the Respondent sent a termination notice that stated that the buyer was unable to obtain financing and

included a denial letter for the buyer. The Complainant wasn't notified of any issues prior to the closing date or that an extension was needed. It was alleged that the Respondent failed to provide a personal interest disclosure form. The Respondent failed to disclose that the property was being purchased to assign or sell to someone else. Furthermore, the buyer was a licensee but didn't disclose their status.

The Respondent stated that no malice or harm was ever intended towards any party involved. They stated that they would still like the opportunity to purchase the property, but the Complainant never gave an appropriate opportunity to resolve the matter. When they asked for an extension on December 9, 2025, the Complainant immediately denied it and went straight to their broker to file a complaint. The firms agreed that putting the property back on the market was the best option.

The Respondent provided the following timeline of events. On November 13, 2025, the prospective buyer's pre-approval letter for $350.000 was sent to Complainant's agent. Two days later, the prospective buyer walked some of the property but was unable to look inside the home. They stated that the Complainant's agent made it difficult to set up a showing. The prospective buyer was turned off by that and decided not to move forward. On November 19, 2025, the Respondent set up a new showing for another prospective buyer (Respondent in complaint number 2025074681) to view the property. The Complainant showed them the inside of the property. The Respondent stated that the Complainant didn't mention that the TDEC flagged lots at the time. The next day, the Respondent sent a contract to the Complainant's agent for the property. The contract included a nineteen (19) day closing. Based on the contract, the Complainant know that the first prospective buyer wasn't the purchaser. On November 20, 2025, the contract was bound. On December 7, 2025, the Complainant's agent asked that the sellers be able to retain occupancy for a couple of weeks after closing, the buyer agreed. On December 9, 2025, the Complainant closed on the property. The same day, around 12:23 pm, the Respondent asked for an extension. The buyer had concerns with the flagged lost and the funding, so more time was needed. On December 11, 2025, the Complainant's agent threatened that legal action would be taken if the buyer didn't fulfill their contractual obligations. The Respondent attempted to get approval for funding and on December 12, 2025, they sent a denial letter. Later that day, the property went back on the market.

Tenn. Code Ann. § 62-13-312 (b)(18) states:

The commission shall have the power to refuse a license for cause or to suspend or revoke a license fails to disclose to an owner the licensee's intention or true position if the licensee, directly or indirectly through a third party, purchases for itself or acquires or intends to acquire any interest in or any option to purchase property that has been listed with the licensee's office to sell or lease;

Tenn. Code Ann. § 62-13-403 (1) states, in relevant part:

A licensee who provides real estate services in a real estate transaction shall owe all parties to the transaction the duty to diligently exercise reasonable skill and care in providing services to all parties to the transaction;

Tenn. Code Ann. § 62-13-403 (2):

(2) A licensee who provides real estate services in a real estate transaction shall owe all parties to the transaction the duty to disclose to each party to the transaction any adverse facts of which the licensee has actual notice or knowledge.

Tenn. Code Ann. § 62-13-403 (4):

A licensee who provides real estate services in a real estate transaction shall owe all parties to the transaction the duty to provide services to each party to the transaction with honesty and good faith;

T. C. A. § 62-13-403 (7)(A) states:
A licensee who provides real estate services in a real estate transaction shall owe all parties to the transaction the duty to not engage in self-dealing nor act on behalf of licensee's immediate family or on behalf of any other individual, organization or business entity in which the licensee has a personal interest without prior disclosure of the interest and the timely written consent of all parties to the transaction; and

Tenn. Comp. R. & Regs. 1260-02-.11 states:

(1) No broker or affiliate broker shall, either directly or indirectly through a third party, purchase for himself or attempt to purchase or acquire any interest in or option to purchase property listed with him or with his company, or property regarding which he or his company has been approached by the owner to act as broker, without first making a full disclosure of his true position to the owner of the property or to any prospective purchaser for which he has acted for as a client or customer. After acquiring any such personal interest, either directly or indirectly, the broker or affiliate broker shall make a full disclosure of his true position to prospective purchasers who tender offers to buy the property

(2) All licensees shall identify themselves as a licensee when buying or selling property for themselves.

Here, the Respondent failed to notify the Complainant's agent that the buyer changed on November 13, 2025. The pre-approval letter was presented and had another potential buyer's name on it. The Respondent was aware that the first potential buyer wasn't interested in the property anymore. This was a material fact that wasn't disclosed. Additionally, the Respondent showed the property the second prospective buyer. The Respondent admitted that the second buyer was their business partner, but the personal interest was not disclosed throughout the transaction.

Furthermore, the Respondent didn't inform the Complainant's agent about the second prospective buyer's financing issues until the day of closing. A few of the documents had the Respondent's name listed as another buyer to the transaction. The purchase and sale agreement waived the financial contingency and the contractual obligations weren't met by the buyer. Based on the information provided, Counsel recommends that the Respondent be assessed a civil penalty of Five Hundred Dollars ($500.00) for failing to act in good faith; Assess a civil penalty of Five Hundred Dollars ($500.00) for not exercising reasonable skill and care; Assess a civil penalty of One Thousand Dollars ($1,000.00) for failing to disclose a personal interest in the real estate transaction; Require the Respondent to attend and pass a four (4) credit hour course on Contracts, within 180 days that will not count towards the Respondent's continuing education requirements. Open an administrative complaint against the Respondent's principal broker for failing to properly supervise their affiliate.

Recommendation:
Assess the Respondent a Civil Penalty of Five Hundred Dollars ($500.00) for failing to act in good faith, in violation of Tenn. Code Ann. § 62-13-403 (4); Assess a Civil Penalty of Five Hundred Dollars ($500.00) for not exercising reasonable skill and care, in violation of Tenn. Code Ann. § 62-13-403 (1); Assess a civil penalty of One Thousand Dollars ($1,000.00) for failing to disclose a personal interest in the real estate transaction in violation of Tenn. Comp.
R. & Regs. 1260-02-.11(1) and Tenn. Code Ann.§ 62-13-403 (7)(A); Require the Respondent to attend and pass a four (4) credit hour course on Contracts, within 180 days that will not count towards the Respondent's continuing education requirements; and Open an administrative complaint against the Respondent's principal broker for failing to properly supervise their affiliate.

Commission Decision: The Commission accepted counsel's recommendation.

152. 2025074681
Opened: 1/26/2026
First Licensed: 3/28/2008 Expires: 3/27/2028
Type of License: Affiliate Broker History: None

Complaint number 2025074731 (#2) and complaint number 2025074681 (#3) are related and contain identical allegations.

The Complainant was a seller in a real estate transaction. The Respondent is an Affiliate Broker and was the second prospective buyer. On November 20, 2025, the parties entered into a purchase and sale agreement with a closing date set for December 9, 2025. The Respondent's agent sent a HELOC approval letter from a third party who stated that they would be the one to purchase the property. It was alleged that the buyer was a real estate professional but didn't disclose it. The complaint also stated that the Respondent and their were married but didn't disclose the personal interest. The contract had contingencies that included a three (3) day feasibility study and a ten
(10) day home inspection period. The Respondent came to the property and drove around on an

ATV within the three (3) day period and didn't have any objections. The Respondent didn't get a home inspection within the timeline. They were told that the Respondent would proceed with the closing. On December 9, 2025, the Complainant and their business partner signed the paperwork around 10:00 am. Approximately three (3) to four (4) hours after they signed the paperwork, the Respondent's agent called their agent and requested a ten (10) day extension. The Respondent mentioned that the Tennessee Department of Environment and Conservation had the property flagged and that their funding wasn't available. The Complainant stated that wasn't true and the TDEC had no authority over closing, and there wasn't any contingency about TDEC's approval. Four (4) days after the closing date, the Respondent's agent sent a termination notice that stated that the buyer was unable to obtain financing and included a denial letter for the buyer. The Complainant wasn't notified of any issues prior to the closing date or that an extension was needed. It was alleged that the Respondent's agent failed to provide a personal interest disclosure form. The Respondent was a licensee but didn't disclose their status.

The Respondent didn't provide a response. Tenn. Code Ann. § 62-13-312 (b)(18) states:
The commission shall have the power to refuse a license for cause or to suspend or revoke a license fails to disclose to an owner the licensee's intention or true position if the licensee, directly or indirectly through a third party, purchases for

itself or acquires or intends to acquire any interest in or any option to purchase property that has been listed with the licensee's office to sell or lease;

Tenn. Code Ann. § 62-13-313 (2) states:

The accused applicant or licensee shall, within ten (10) days, file with the commission the applicant's or licensee's answer to the complaint, a copy of which shall be transmitted to the complainant.

Tenn. Comp. R. & Regs. 1260-02-.11 states:

(1) No broker or affiliate broker shall, either directly or indirectly through a third party, purchase for himself or attempt to purchase or acquire any interest in or option to purchase property listed with him or with his company, or property regarding which he or his company has been approached by the owner to act as broker, without first making a full disclosure of his true position to the owner of the property or to any prospective purchaser for which he has acted for as a client or customer. After acquiring any such personal interest, either directly or indirectly, the broker or affiliate broker shall make a full disclosure of his true position to prospective purchasers who tender offers to buy the property

(2) All licensees shall identify themselves as a licensee when buying or selling property for themselves.

Here, the Respondent failed to notify the Complainant’s agent that they were a licensee or meet their contractual obligations. The Respondent also failed to provide a response to the complaint.
Based on the information provided, Counsel recommends that the Respondent be assessed a civil penalty of One Thousand Dollars ($1,000.00) for failing to disclose their status as a licensee during the real estate transaction; Assess a civil penalty of One Thousand Dollars ($1,000.00) for failing to respond to the complaint within ten (10) days; Require the Respondent to attend and pass a four (4) credit hour course on Contracts, within 180 days that will not count towards the Respondent’s continuing education requirements. Open an administrative complaint against the Respondent’s principal broker for failing to properly supervise their affiliate.

Recommendation:

Assess a Civil Penalty of One Thousand Dollars ($1,000.00) for failing to disclose their status as a licensee during the real estate transaction, in violation of Tenn. Comp. R. & Regs. 1260-02-.11 (2); Assess a civil penalty of One Thousand Dollars ($1,000.00) for failing to respond to the complaint within ten (10) days, in violation of Tenn. Code Ann. § 62-13-313; Require the Respondent to attend and pass a four (4) credit hour course on Contracts, within 180 days that will not count towards the Respondent's continuing education requirements. Open an administrative complaint against the Respondent's principal broker for failing to properly supervise their affiliate. Commission Decision: The Commission accepted counsel's recommendation.

ADJOURNED AT 12:01pm