



**STATE OF TENNESSEE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243
615-741-2273**

<https://www.tn.gov/commerce/regboards/trec.html>

MINUTES

The Tennessee Real Estate Commission held a meeting on May 12, 2022, at 8:30 a.m. CST at the City Hall of Germantown located at 1930 S. Germantown Road Council Chambers Germantown, TN 38138. In addition, the meeting was streamed electronically via Microsoft Teams meeting platform. John Griess called the meeting to order and welcomed everyone to the Board meeting. Executive Director Caitlin Maxwell read the public disclaimer and called the roll. The following Commission members were present: Commissioner Joe Begley, Commissioner DJ Farris, Commissioner Joan Smith, Vice-Chair Marcia Franks, Chairman John Griess, Commissioner Jon Moffett, Commissioner Geoff Diaz, and Commissioner Steve Guinn. Commissioner Stacie Torbett was absent. Quorum Confirmed. Others present: Associate General Counsel Anna D. Matlock, Associate General Counsel Dennis Gregory, Paralegal Carol McGlynn via Microsoft Teams, Education Director Ross White, and TREC staff member Aaron Smith.

The May 12, 2022, board meeting agenda was submitted for approval.

Motion to approve the agenda was made by Commissioner Diaz and seconded by Commissioner Smith. Motion passed unanimously.

Minutes for the April 13, 2022, board meeting was submitted for approval.

Motion to approve the April 13, 2022, minutes was made by Commissioner Begley, and seconded by Vice-Chair Franks. Motion passed unanimously.

INFORMAL CANDIDATE APPEARANCES

Kimberly Ozmon and Principal Broker Susan Greene appeared before the Commission to obtain approval for Ms. Ozmon's Affiliate Broker license.

Motion to approve Ms. Ozmon was made by Commissioner Diaz and seconded by Vice-Chair Franks. Motion passed unanimously.

WAIVER REQUEST

Director Maxwell presented Ms. Michelle Graham to the commission seeking a waiver request of Errors and Omission Insurance revocation retest policy.

Motion to deny the request was made by Commissioner Diaz and seconded by Vice-Chair Franks. Motion passed 7-1 with Commissioner Farris voting against.

EDUCATION REPORT

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

Motion to approve courses M1-M75 was made by Commissioner Diaz and seconded by Commissioner Smith. Motion passed unanimously.

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

Motion to approve instructor's biography was made by Commissioner Farris and seconded by Commissioner Begley. Motion passed unanimously.

APPEARANCE

Greg Glosson spoke to the commission regarding distance education courses and instructor certification. Mr. Glossom spoke about the commission adopting a policy requiring distance education instructors to be certified through ARELLO.

EXECUTIVE DIRECTOR'S REPORT

Executive Director Maxwell updated the Commission on the topics below.

- **MISC:** Director Maxwell advised the commission that new hotel accommodations would take place starting with the July meeting in Nashville.
- **DISTRESSED COUNTIES:** Director Maxwell, announced that a vendor has been found that would allow the project to commence. The pre-licensing courses would be presented to Seniors in those distressed counties, promoting a career in Real Estate.

COMMISSION DISCUSSIONS:

Bill Tune Award: The commission acknowledged Fontaine Taylor and Rick Douglass as recipients of the Bill Tune Award.

The commission discussed the facts regarding the rule/policy change to distance courses. The redline rule change will be presented to commission at the June meeting.

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 1-57 with the exception of the following complaints, which were pulled for further discussion: **2021076201, 2022005341, 2022006591, 2022007781, 2022006811, 2022006821, 2022007401, 2022008721, 2022009311, 2022008611, 2022003771, 2022006781, 2022009241, 2022012891, 2021054581, 2020017511, 2022005371, 2022000051, 2022000341, 2022008811, 2022010181.**

Motion was made by Commissioner Diaz and seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2021076201, Commissioner Smith made the motion **to accept counsels' recommendation.** The motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022005341, Vice-Chair Franks made the motion **to accept counsel's recommendation regarding the Consent Order, but to increase the civil penalty to \$1,000.00.** motion was seconded by Commissioner Diaz. Motion passed 6-2 with Commissioner's Guinn, and Farris voting against.

After further discussion by the Commission on complaint 2022006591, Vice-Chair Franks made the motion **to issue a Consent Order with a \$1,000.00 civil penalty for unlicensed activity.** motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022007781, Vice-Chair Franks made the motion **accept counsel's recommendation to issue a Consent Order for failure to respond** motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022005371, Commissioner Farris made the motion **to authorize a formal hearing and issue a Consent Order with a \$1,000.00 civil penalty for the above violation.** motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022000781, Commissioner Smith made the motion **to accept counsels' recommendation.** motion was seconded by Commissioner Diaz. Motion passed unanimously.

After further discussion by the Commission on complaint 2022006811, Vice-Chair Franks made the motion **to accept counsels' recommendation.** motion was seconded by Commissioner Begley. Motion passed unanimously.

After further discussion by the Commission on complaint 2022006821, Vice-Chair Franks made the motion **to accept counsels' recommendation.** motion was seconded by Commissioner Farris. Motion passed unanimously.

After further discussion by the Commission on complaint 2022007401, Vice-Chair Franks made the motion **to accept counsels' recommendation the complaint.** motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2021072411, Vice-Chair Franks made the motion **to accept counsels' recommendation.** motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022008721, Commissioner Farris made the motion **to issue a Letter of Instruction.** The motion was seconded by Commissioner Smith. Motion passed unanimously.

After further discussion by the Commission on complaint 2022009311, Commissioner Smith made the motion **voted to defer this matter to the June meeting in order for counsel to gather more information.** motion was seconded by Commissioner Diaz. Motion passed unanimously.

After further discussion by the Commission on complaint 2022008611, Commissioner Smith made the motion **to accept counsel's recommendation.** The motion was seconded by Commissioner Diaz. Motion passed unanimously.

After further discussion by the Commission on complaint 2022003771, Vice-Chair Franks made the motion **to accept counsel's recommendation, but to also add a Core course component to the Consent Order.** motion was seconded by Commissioner Diaz. Motion passed unanimously.

After further discussion by the Commission on complaint 2022007081, Vice-Chair Franks made the motion **to close.** motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022009241, Commissioner Smith made the motion **voted to defer this matter to the June meeting in order for counsel to gather more information.** The motion was seconded by Vice-Chair Franks. Motion passed unanimously.

After further discussion by the Commission on complaint 2022012891, Commissioner Smith made the motion **to accept counsel's recommendation.** The motion was seconded by Commissioner Diaz. Motion passed unanimously.

After further discussion by the Commission on complaint 2021054581, Vice-Chair Franks made the motion **to accept counsel's recommendation.** The motion was seconded by Commissioner Moffett. Motion passed 7-1 Commissioner Begley voting no

After further discussion by the Commission on complaint 2020017511, Vice-Chair Franks made the motion **voted to continue with their original decision.** The motion was seconded by Commissioner Moffett. Motion passed unanimously.

After further discussion by the Commission on complaint 2022005371, Commissioner Farris made the motion **voted to sustain the previous decision of a \$1,000.00 civil penalty.** The motion was seconded by Vice-Chair Franks. Motion passed unanimously.

After further discussion by the Commission on complaint 2022000051, Commissioner Smith made the motion **to accept counsel's recommendation.** The motion was seconded by Vice-Chair Franks. Motion passed unanimously.

After further discussion by the Commission on complaint 2022000341, Vice-Chair Franks made the motion **to accept counsel's recommendation.** The motion was seconded by Commissioner Smith. Motion passed unanimously.

After further discussion by the Commission on complaint 2022008811, Commissioner Diaz made the motion **to accept counsel's recommendation.** The motion was seconded by Commissioner Smith. Motion passed unanimously.

After further discussion by the Commission on complaint 2022010181, Commissioner Farris made the motion **to issue a Letter of Instruction regarding use of reasonable skill and care.** The motion was seconded by Vice-Chair Franks. Motion passed unanimously.

**Dennis Gregory:
New Complaints:**

1. 2021076201
Opened: 12/20/2021
Unlicensed
History: None

The Complainants are the buyers. The Respondent is an unlicensed employee of a nationwide company that buys and sells homes.

The Complainants says the Respondent's employer "lists homes for lease with a buying option for people who have credit and/or job-related issues." The Complainants allege there were a number of repairs the Complainants could not get fixed after they purchased the home. The Complainants also claim "the home was never supposed to be sold..." Apparently, the original builder built the home for himself and, therefore, there was never a certificate of occupancy issued by the county. The issue of the Respondent not having a license seems only incidental to the Complainants' other grievances.

The Respondent's attorney says the Complainants filed a lawsuit against the Respondent and her employer in August 2021. There is a motion to dismiss to be heard June 2, 2022. The attorney requests this complaint be tabled until the litigation has resolved. The issue of the license is not addressed in the response; however, the court might make some findings of fact as to whether or not the Respondent was acting as a broker/real estate agent. This might assist the Commission in its decision at a later time.

The employer owns the property; however, the Respondent signed the offer to purchase as "Affiliate Partner." Apparently, this is the Respondent's job title.

Recommendation: Litigation Monitoring.

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

2. 2022005341
Opened: 2/14/2022
First Licensed: 4/4/2012
Expires: 11/29/2022
Type of License: Principal Broker
History: None

The Respondent is the principal broker for the affiliate broker in a complaint presented on April's legal report who had displayed advertising signs in violation of TREC's advertising rules.

Recommendation: Authorize a contested case proceeding with authority to settle by Consent Order and payment of a \$500 civil penalty for violation of Tenn. Comp. Rules &

Regs. 1260-02-.12(3)(b) which requires that “[a]ll 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 the licensee or the name of any team, group, or similar entity.”

Commission Decision: The Commission voted to accept counsel’s recommendation regarding the Consent Order, but to increase the civil penalty to \$1,000.00.

3. 2022005791
Opened: 3/7/2022
First Licensed: 1/29/2021
Expires: 1/28/2023
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the listing agent.

The Complainant had initially listed the subject property with one agent; however, that agent became ill, and the Respondent took over the listing. The Complainant says she declined the first offer as the buyers were interested in the value of the timber, and the Complainant did not want loggers in and out of the property as she still owns a separate tract. The Complainant says she told the Respondent she wanted a buyer or buyers that would not flip the property or build something else.

The offer the Complainant eventually accepted was one where the Complainant claims she was told the buyers were a “young couple with children” that were interested in only living on the property. The Complainant says that one of the buyers turned out to be a realtor—a fact the Complainant says she was never made aware of. Ultimately, the Complainant went through with the sale.

The Respondent says he did, in fact, tell the Complainant that one of the buyers was a realtor. In fact, he says he explained that there would also be a 3% commission to the buyer due to the listing agreement unless a counteroffer was made. The Respondent says the Complainant was good with the commission, and they moved toward closing. An email included with the response shows that the Respondent did communicate the wife’s status as a realtor. This was made clear well before closing. It appears the Respondent exercised reasonable skill and care in attempting to make everything clear to the Complainant.

Recommendation: Close.

Commission Decision: The Commission accepted counsel’s recommendation.

4. 2022006381

Opened: 3/11/2022
First Licensed: 11/28/2000
Expires: 12/13/2023
Type of License: Principal Broker
History: None

The Complainant is the buyer. The Respondent is the listing agent.

The Complainant says she and her agent put an offer on the subject home at \$225,000 on February 14, 2022. The home was listed at \$215,000. The Complainant says the sellers accepted her bid. After the acceptance, the Complainant alleges the Respondent asked for bank statements as he had never heard of the Complainant's bank. The Complainant goes on to say her lender verified the funds; however, the Respondent "retracted" her offer and went with another buyer.

The Respondent first points out the subject transaction took place in Kentucky. The Respondent says that the Complainant's bid was, initially, accepted by the sellers. He explains that the sellers may have questioned the Complainant's lender; however, he says he does not recall saying that he, personally, did not recognize the lender. He goes on to say that the Complainant "could not show enough to cover the potential amount needed in her offer." The Respondent says this just came down to the sellers liking other offers that were on the table. The Respondent's duty was to his sellers; however, the Respondent exercised reasonable skill and care as to all parties to the transaction.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

5. 2022006591
Opened: 3/11/2022
Unlicensed
History: None

The Complainant is not a TREC licensee. The Respondent is an out-of-state individual who claims to be an investor.

The Complainant says the Respondent and a related entity are actively selling homes in "our market area." He goes on to say the Respondent is acting as a wholesaler, marketing and advertising that they are selling real estate. There is no other evidence with the complaint.

The Respondent is based in Arizona. They say they are not selling real estate, rather they are "assigning equitable title to real property which is granted via the bi-lateral purchase contract as seen in the disclosure statement..." The Respondent takes the position they are allowed to assign equitable title as part of the joint venture agreement they are

engaged in. The subject listing the Complainant provided explicitly states it is “Contract for Assignment” as opposed to “for sale.”

Recommendation: Discussion.

Commission Decision: The Commission voted to issue a Consent Order with a \$1,000.00 civil penalty for unlicensed activity.

6. 2022007781
Opened: 3/11/2022
First Licensed: 4/20/2011
Expires: 5/30/2023
Type of License: Principal Broker
History: 2019 Consent Order for Failure to Exercise Reasonable Skill and Care

The Complainant is a homeowner. The Respondent is the listing agent.

The Complainant says that a builder purchased several lots in his subdivision several months ago. While it is not clear how the Complainant knows, the Complainant says that “it was very obvious that the homes he was building would be nowhere near the minimum square footage (2400) required in the recorded Deed Restrictions for our subdivision.” He claims that one of the five homes shows “1,800” square feet on the building permit. The Complainant goes on to say that the Respondent then listed the homes as “2,000” square feet. Apparently, the builder’s reply was that the square footage should be 2,400 square feet. The Complainant says the Respondent told him there was no way to currently enforce the deed restrictions.

The Respondent says the interaction with the Complainant originally started as a disagreement over tall grass in the subject lots. According to her, this turned into some back and forth about getting the HOA involved to take action. As to any square footage issues, the Respondent says that one home was listed as “2,200” when it should have been “2,400.” She says this was later corrected on the MLS. She says that she has not attempted in the past nor with these specific homes to measure the square footage herself. She claims that she relied on the seller (builder) to measure the square footage before she listed it on the MLS. The Respondent also denies making the statement relating to the inability to enforce the deed restrictions.

The Respondent says the builder eventually told the Complainant to stay off his properties and stop telling potential buyers that the homes will “have to be torn down” because they don’t meet the minimum square footage. Assuming that some of the homes have been listed with incorrect square footage, the Respondent is relying largely on the seller’s/builder’s information. The matter could be different if she had, in fact, calculated the square footage on her own.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

7. 2022002501
Opened: 3/14/2022
First Licensed: 8/13/1997
Expires: 1/1/2024
Type of License: Affiliate Broker
History: None

The Complainant is the buyer. The Respondent is the listing agent.

The Complainant says he and his spouse were searching for a new home in January 2022. They had recently listed their home for sale and were working with their own agent. The Complainant claims they found a home on-line and signed up for a showing. The Complainant then says he got a call from the Respondent who set up the showing. The Complainant says the Respondent asked him if they wanted to put an offer in at which time the Complainant says he told her they would have their realtor get in touch. The Complainant alleges he received a call from someone with the Respondent's listing brokerage within an hour of leaving the showing. He says the person told him that he was seriously thinking of putting an offer in himself and wanted to verify whether the Complainant and his spouse were serious. Following this, the Complainant then claims the Respondent called his realtor and asked if his realtor would split a commission with her. The Complainant says he felt harassed by the whole experience.

The Respondent's attorney responded to the complaint. The Respondent says it was the Complainant's realtor who should have scheduled the showing-not the Complainant on his own. The Respondent explains that the Complainant told her that their current home was listed for sale. The Respondent then says she asked whether or not they were going to use their listing agent to purchase a property. She says the Complainant told her that he "didn't know" and asked the Respondent if he should use "his listing agent" or if the Respondent could write the offer.

As a courtesy, the Respondent says she called the Complainant's listing agent to let her know that her clients had viewed the subject home. The Respondent says the listing agent was "shocked" as she had already planned to take them to see the property within the next week. The Respondent says she asked the listing agent if she would be willing to split the commission if the Complainant and spouse made an offer. The Respondent says the listing agent never responded.

While it is not clear if one existed, an Exclusive Buyer Representation Agreement should have explained that all showings should go through the agent and that the buyer should advise other licensees they are working with an agent (Tenn. Comp. Rule 1260-02-.36). Again, it is not clear if the Complainant had signed an Exclusive Buyer Representation

Agreement or not. In any event, the Respondent says she was only aware of the listing agent and not an agent on the buyer's side.

The call made from the listing agency was, according to the Respondent, the Respondent's team lead who was wanting to follow up with the Complainants. Apparently, he had an investor that was interested in the property but wanted to give the Complainant the first opportunity if he was serious about an offer. The Respondent says she was not aware of this phone call until a few days later.

The complaint seems born out of confusion on the Complainant's part and a lack of communication between the Complainant and his listing agent. The Respondent appears to have exercised reasonable skill and care in this instance.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

8. 2022004821
Opened: 3/14/2022
First Licensed: 4/2/2004
Expires: 6/26/2022
Type of License: Affiliate Broker
History: None

The Complainants are the buyers. The Respondent is the listing agent.

The Complainants made an offer on a house adjacent to a lake in July 2021. The Complainants say the asking price was \$849,000 and that they made an offer at \$935,000 without an appraisal contingency. The crux of the complaint is whether or not the Respondent knew property was not "dockable." The Complainants allege the Respondent knew the property was not dockable but did not disclose it. Therefore, the Complainants believe they paid too much for the property.

The Respondent says that she was asked by the Complainants' agent at the beginning whether or not the property was dockable. She says she told the agent that the property was not currently dockable. The Respondent says her sellers told her it was not dockable, although they had never pursued a permit. Apparently, the reason a dock was never constructed was because of zoning or HOA restrictions. The Respondent goes on to explain that the property was never listed as dockable either. Further, the property disclosure, as expected, says the Respondent is not responsible for property conditions.

In rebuttal, the Complainants say they relied on the statement from all parties that the sellers "never pursued getting a dock." The Complainants seem to be theorizing that the Respondent's statement "never pursued" meant that the property was, in fact, dockable, but that the sellers had simply never *tried* to apply for a dock permit or that it was too expensive even if permitted. Regardless of any of this, the Complainants' agent was told

it was not dockable. Despite this, the agent advised the Complainants to submit a higher offer so as to beat the other offers.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

9. 2022006271
Opened: 3/14/2022
First Licensed: 3/17/2016
Expires: 3/16/2024
Type of License: Affiliate Broker
History: None

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

The Complainant says the Respondent "presented me with a contract on [road], that was a listing of an agent in his office...at the inspection the inspector said the property was not even safe to be in for the inspection, the next contract we sign was basically the same, it seemed I was paying for inspections for the agents and sellers." The Complainant goes on; however, the basic complaint seems to be that the Complainant feels as if he had to pay too much for the inspections along with the 3% commission.

The Respondent says the Complainant is an out-of-state buyer who initially told him he was looking for a house for his daughter. He says the Complainant later told him he was buying the house as an investment. The Complainant, the Complainant's daughter, and the Respondent all met for the first showing in November 2021. The Respondent says the Complainant agreed to pay all the inspection costs. After reviewing the inspection report, the Respondent claims the Complainant did not want the house. He says the Complainant wanted the home completely rewired, new insulation, and new HVAC system. The Respondent claims the home did not need any of those repairs. The parties terminated the agreement and the Complainant's earnest money was returned as they were still inside the inspection period.

The Complainant and his daughter then found a second listing they were interested in. The Respondent says he wrote an offer on this one; however, the Complainant then pulled that offer. The Respondent says he wrote an offer on a third home listed at \$239,999. The Complainant extended an offer of \$245,000; however, the sellers declined the offer and went with another buyer. Finally, a listing was found on the fourth attempt and the parties closed on January 19, 2022.

Apparently, the Complainant's sister was going to assist with the financing of the final home as she claimed to work for a Tennessee-based mortgage company. Between the time the offer was accepted and closing, the Complainant's sister quit her mortgage job, leaving the Complainant in the lurch. The Respondent says he then helped the

Complainant get a new lender eventually getting the loan approved. The Respondent says he believes the complaint was not lodged by the buyer, but rather by the Complainant's sister. Regardless, the Respondent did not fail to exercise reasonable skill and care and was loyal to the Complainant's interests.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

10. 2022006811
Opened: 3/14/2022
First Licensed: 9/2/2020
Expires: 9/1/2022
Type of License: Affiliate Broker
History: None

The Complainant is the listing agent. The Respondent is the buyer's agent. ***This complaint along with #11 and #12 are directly related.**

As part of a real estate transaction in August 2021, the Complainant says he received a compensation agreement which stated the Respondent would be "rebating back to the buyer 2.25% of his 3% commission...the remaining 0.75% to go to 'OD Brokerage.'" The Complainant says he did not sign the agreement but instead sent it to the title company. The language in the compensation agreement is the following: "2.25% of Selling Brokerage Commission to be paid to the buyer [buyer's name] as a referral at closing. The remaining 0.75% to go to 'OD Brokerage.'" The Complainant's concern was the apparent attempt to pay a referral fee to someone not entitled to receive one.

The Respondent principal broker responded. He was not the principal broker at the time; however, he assumed the role in November 2021. He explains that the buyer is an affiliated entity that purchases properties, but not a real estate brokerage entity. The affiliated real estate brokerage entity; however, has a very similar name.

The buyer contacted "OD Brokerage" to make an offer to purchase the subject property. The buyer, in turn, assigned the contract to another affiliate brokerage entity. The Respondent goes on to say that when the settlement agreement was drafted, "OD Brokerage" incorrectly credited a portion of its commission as a referral fee directly to the buyer instead of crediting the referral fee to the affiliated licensed real estate brokerage entity." The Respondent says he recognizes that that the referral fee should have been paid directly to the licensed real estate brokerage entity.

Due to the similarity in the names, the settlement instructions were miscommunicated. It does not appear that the Respondent intentionally attempted to pay a referral fee to a person or entity not entitled to receive it in violation of T.C.A. 62-13-602.

Recommendation: Close.

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

11. 2022006821
Opened: 3/14/2022
First Licensed: 11/12/2020
Expires: 11/11/2022
Type of License: Principal Broker
History: None

The Complainant is the listing agent. The Respondent is the current principal broker but was not the principal broker at the time of the subject real estate transaction.

*The facts as summarized in #10 above are identical for this complaint.

Recommendation: Close.

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

12. 2022007401
Opened: 3/14/2022
First Licensed: 1/22/2018
Expires: 1/21/2022 (Expired – Grace, Retired)
Type of License: Real Estate Broker
History: None

The Complainant is the listing agent. The Respondent is the former principal broker but was the principal broker at the time of the subject real estate transaction.

*The facts as summarized in #10 above are identical for this complaint.

Recommendation: Close.

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

13. 2022007131
Opened: 3/14/2022
First Licensed: 10/18/2019
Expires: 10/17/2023
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the listing agent and buyer's agent.

The Complainant says she worked with the Respondent to both get her house sold and find a house. The Complainant's budget was somewhat limited; however, a house was

eventually found and the Complainant closed. The issue now is a leaky roof in the Complainant's home. The Complainant feels the Respondent should have alerted her to the roof's leaky condition. A home inspection was not obtained as the Complainant could not afford one.

The Respondent says she advised the Complainant to get a home inspection. She says there were no visual signs of water damage or leaking prior to closing. The Respondent says the property disclosure statement also made no mention of any problems with the roof.

The Respondent could not guarantee the home's condition. If the Complainant waived the inspection, then that was up to the Complainant. Further, the Respondent, like the listing agent for the purchased home, can only rely on what the seller discloses on the property disclosure statement.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

14. 2022008721
Opened: 3/14/2022
First Licensed: 5/23/1984
Expires: 10/28/2023
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the co-listing agent. ***The Respondent in #15 below is the other co-listing agent related to the complaint.**

The Complainant signed a listing agreement with the Respondent (along with the Respondent in #15 below) on January 23, 2022. The Complainant claims she received a text from the Respondent on January 31 that an offer had been submitted. After receiving the details of the offer, the Complainant says she signed an online document, presumably agreeing to the terms. Then some issue arose about the documents going to the buyer's junk mail, creating some delay. A home inspection was completed on February 14. Later, the buyer asked for a credit of \$5,000 for trees to be cut in the yard, septic system, and the HVAC unit.

The Complainant then says that the other listing agent told her that the 30- day period of time in which the Complainant needed to move was not included in the contract. Therefore, the Complainant says she was going to have to move sooner than expected.

*The Respondent says that the additional 30 days the Complainant needed was in the Exclusive Listing Agreement as well as in the agent remarks in the MLS. When the buyer made the offer, the Respondent admits they did miss the buyer's need for "possession at closing" in the offer document. The offer left out any 30-day period of time in which the

Complainant would move. The buyer was living in an RV park and was wanting to move in as soon as possible. The Complainant signed the document despite the 30 days being absent from the contract. Both Respondents believe the Complainant simply did not want to sell at that stage. After some negotiating, the buyer agreed to allow the Complainant to stay for 30 days after closing if she would agree to pay \$5,000 in closing costs. Both Respondents agreed to reduce their respective commissions by this amount to make up for the additional out of pocket costs.

The Respondents and eventually the principal broker tried to contact the Complainant on a number of occasions to go over the details. Apparently, the Complainant simply stopped communicating with anyone. The buyer threatened legal action; however, once the buyer got the earnest money back, he relented. Ultimately, the Complainant got out of the deal and did not sell.

Admittedly, the Respondents overlooked the buyer's desire to take possession after closing included in the offer; however, the Complainant signed in agreement. They did; however, attempt to remedy the situation with the closing costs and a reduction on their commissions.

Recommendation: Close.

Commission Decision: The Commission voted to issue a Letter of Instruction.

15. 2022009081
Opened: 3/14/2022
First Licensed: 7/20/2016
Expires: 7/19/2022
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the co-listing agent.

* The facts as summarized in #14 above are identical for this complaint.

Recommendation: Close.

Commission Decision: The Commission voted to issue a Letter of Instruction.

16. 2022009311
Opened: 3/14/2022
First Licensed: 6/11/2014
Expires: 6/10/2022
Type of License: Affiliate Broker
History: None

The Complainants are the sellers. The Respondent is the buyers' broker.

The Complainants had their home for sale using a listing agent. According to the Complainants, the buyers made an offer of \$800,000 on September 27, 2021. The Complainant spouse says she was out of town due to a family illness when the offer came in. She says the Respondent wanted to move quickly to determine if the offer would be accepted. The Complainant claims she told her listing agent that they would pay “no more than 4% commission, 2% for each agent.” The Respondent supposedly told the listing agent he would not agree for less than the 3% commission. The Complainant says she refused. The Complainant then says the Respondent contacted the listing agent and said his buyers would pay \$8,000 for the other 1% commission. The listing agent then said he would adjust the sales price to \$808,000. The Complainant says the additional \$8,000 will impact their 2021 taxes even though they say they were not paid the additional \$8,000. Anything dealing with the commission appears to be the fault of the listing agent rather than the Respondent.

Later, there was a problem with the buyers moving in furniture before the sellers had all their belongings out. The purchase and sale agreement states, “Closing to be on or before Nov 24th to line up with buyers sale.” The Complainant says the buyers did a walk through “a day or two before closing.” The Complainant claims she does not know when they signed their documents. The Complainants say they signed their sellers’ documents at 3:30 pm on November 23. Five hours before the Complainants signed the documents, they went over to the house and found the buyers moving furniture into the house. This was around 10 am, roughly. The Complainant says they informed the people at the house that they had not yet signed the sellers’ documents so they should leave. To avoid the buyers having to pack up everything, the Respondent got a certificate of insurance to cover the buyers in the event something happened while moving in. Presumably, the buyers continued with the move.

The Respondent points out that the MLS clearly listed the commission as “3%.” He says that following his buyers’ offer, the listing agent called him and attempted to negotiate the commission down to 2%. The Respondent says he told him the MLS stated it was 3%. The Respondent says he contacted his team leader for advice. After discussing the matter, the Respondent went back to the listing agent, and they re-wrote the offer at \$808,000 per the listing agent’s request. The Respondent (who may understand capital gains) says the Complainants will not have any negative tax impact as the home was a primary residence for more than two years.

As to the buyers moving in early, the Respondent says he did not tell them they were free to start moving in. He says the buyers clearly got that impression after they wired the money; however, it was before the sellers had signed their documents. To avoid the police being called, he says he negotiated a written amendment that stated the buyers would be responsible for any damage that occurred during the time before the Complainants signed their documents. The Respondent included a letter with the response that corroborates that the decision to move in was his. He also explains that the listing agent was out of his depth and attempted to save face with the Complainants as he was a family member of theirs.

The listing agent is largely at fault as it relates to the disagreement over the commission. The Respondent did not advise the buyers to move in when they did-that appears to be a decision made by the buyers themselves. Overall, the Respondent used reasonable skill and care in this transaction given the circumstances.

Recommendation: Close.

Commission Decision: The Commission voted to defer this matter to the June meeting in order for counsel to gather more information.

17. 2022008081
Opened: 3/14/2022
First Licensed: 4/3/2014
Expires: 4/2/2024
Type of License: Real Estate Firm
History: None

The Complainants are the sellers. The Respondents are the listing agents (the Respondents are part of a team).

The Complainants hired the Respondents to represent them in the sale of their land starting in June 2021. The Confirmation of Agency Status signed by all parties designated one of the Respondents (not both) as the designated agent for the sellers. The buyer is listed as “Buyer is Unrepresented.”

The Complainants say they found out a few months after entering into the listing agreement that the team members were representing both the buyer and the sellers. The Complainants say that is “why they were willing to reduce the commission.” The Complainants go on to say that the Respondents “refused to disclose that they were also representing the buyer of the land...” They close with saying the Respondents did little to help them with the sale of the land, but that they were in regular contact with the buyer. The buyer ultimately purchased the land in September.

Prior to closing, one of the Respondents texted the Complainants that: “[Respondent #2] & I are facilitating this deal between this buyer and you and [Complainant].” In an email prior to closing, one of the Respondents told the Complainants that they had “never stopped representing you guys and we don’t do dual agencies. The buyer is unrepresented since the start of this contract.” The Respondent closes by explaining that the Respondents “typically switch to facilitator but [with] this one we have remained your Designated Agent working hard to get you paid.”

There is no evidence to support the Complainants’ contention that the Respondents were in “regular contact” with the buyer beyond what would be expected. It is safe to assume some contact was likely if the buyer was unrepresented. As a practical matter, the

Respondents would have had to speak with the buyer to get the transaction completed. It appears the Respondents may not have fully explained how the relationship would work in practice given the unrepresented buyer. There is no evidence the Respondents breached their duty of loyalty to the Complainants.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

18. 2022008611
Opened: 3/14/2022
Unlicensed
History: None

The Complainant is the listing agent. The Respondent is an unlicensed entity.

The Complainant says his client received a letter in the mail from the Respondent, offering to buy his property. The Complainant says they are unlicensed.

The Respondent is unlicensed; however, the Respondent says they are not practicing brokerage and do not hold themselves out as such. He says they offer to buy land, although they sell land as well. Counsel viewed the Respondent's website and it appears the site, as well as the Respondent's FB page, only advertises offers to buy and sell. There is no offer to represent a buyer or seller of real estate.

Recommendation: Close.

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

19. 2022009171
Opened: 3/14/2022
First Licensed: 3/26/2004
Expires: 10/28/2022
Type of License: Real Estate Firm
History: None

The Complainant is the property owner. The Respondent is the property management entity.

The Complainant resides in California and owns a house that is managed by the Respondent. He says that he asked the Respondent not to renew the current tenant as he wanted to place the house on the market for sale. The Complainant says the Respondent renewed the lease anyway. The Complainant then says as a concession to get the tenant to move out, the Respondent gave the tenant one month's free rent. The tenant moved out;

however, the Complainant says he was unable to recoup his lost month's rent. Since the filing of this complaint, the Respondent has requested his complaint be withdrawn.

The Respondent says that a renewal was sent to the tenant in August 2021. That same month, the Complainant told the Respondent not to renew the lease. In October, the tenant signed the renewal and returned it to the Respondent. The lease was to expire on November 30, 2021. In an effort to work out the matter, the Complainant received December's rent "in way of the security deposit" and then the Complainant quickly sold the house.

It appears the renewal went out in August so as to give the tenant more than 90 days' notice before the expiration of the lease. Arguably, once the Respondent received the Complainant's notice not to renew, they should have contacted the tenant and informed them of the Complainant's decision. Apparently, that did not happen. Clearly, there was some degree of miscommunication on both sides.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

20. 2022003771
Opened: 3/21/2022
First Licensed: 4/29/2019
Expires: 4/28/2023
Type of License: Affiliate Broker
History: None

The Complainant is a TREC licensee. The Respondent is an affiliate broker.

The Complainant says the Respondent posted a sign in yard that says, "Not technically for Sale...but make us an offer. For the right price we'll change our mind." The Complainant also says there are two phone numbers on the sign; however, there is no mention of a realty firm or office. The Complainant did not provide a picture of the sign.

The Respondent says they hired an out of state marketing entity to produce the subject sign. The Respondent explains, "I technically was not selling anything which is why I just had my name and number." The Respondent goes on to say that the sign was taken down, and she called the marketing company to have the signs re-worked. The principal broker says the sign was published before they noticed the company logo was not on the sign.

If the Respondent claims they were "technically" not selling anything, then that begs the question why the sign was posted in the first place. Although a picture of the sign was not included with the complaint, the Respondent appears to agree that the firm name was not presented on the sign.

Recommendation: Authorize a formal hearing for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) and authorize informal settlement by Consent Order in the amount of \$500 for failure to include the firm name on an advertisement. A complaint may also be opened against the supervising principal broker.

Commission Decision: The Commission voted to accept counsel's recommendation, but to also add a Core course component to the Consent Order.

21. 2022006781
Opened: 3/21/2022
First Licensed: 3/17/2021
Expires: 3/16/2023
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the co-listing agent.

The Complainant was listing her home with the Respondent and another agent (no complaint yet opened on that agent). The Complainant says she received a cash offer from the buyers at \$250,000. The Complainant says she told the Respondent she would only accept \$280,000 as an offer. The Complainant included an audio recording with the complaint that is a conversation between she and the other co-listing agent. Basically, the Complainant admits she thought the offer said \$280,000 when, in fact, it said \$250,000. She claims she will not sell the house despite the buyers' threat to file suit against her.

The Respondent says that when the offer came in, she called the Complainant and discussed the offer. She says she was aware of the Complainant's desire for \$280,000; however, she says she wanted to present the offer as it was her duty to do so. She also says they discussed, verbatim, a \$250,000 offer-not a \$280,000 offer.

This appears to be a case of the Complainant just not reading the offer. The Complainant was clearly wanting to unload the house and was likely a bit overly-eager as it was an all-cash offer. The Respondent utilized reasonable skill and care in this transaction.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

22. 2022007081
Opened: 3/21/2022
First Licensed: 11/26/2018
Expires: 11/25/2022
Type of License: Affiliate Broker
History: None

The Complainant is the buyer. The Respondent is the buyer's broker.

The Complainant claims she bought a mobile home sight unseen before moving to Tennessee from Montana. Apparently, the home was not what the Complainant expected once she arrived in Tennessee. The Complainant claims the property disclosure did not list all the items that needed repair. The Complainant now says she is having the mobile home moved so that she can purchase a new one. She alleges the home is unlivable.

The Respondent says the Complainant contacted her in September 2021 about the subject mobile home. The Respondent was eventually able to get access to the property in October. The Respondent says the listing agent rejected her showing request, so the Respondent was finally able to get in and use a FaceTime video to show the property to the Complainant. The Respondent admits there were items that needed some minor repairs; however, the home was livable as the sellers were still in the home. Following the FaceTime "showing," the Respondent says the Complainant wanted to make an offer with no contingencies. She says she warned the Complainant that this would remove any "safeguards" regarding the condition of the property. She says the Complainant understood and wanted to move forward. The Respondent says that she advised the Complainant to get a home inspection; however, she says the Complainant was not interested.

The Respondent appears to have advised the Complainant as well as she could have given the Complainant's location. The Respondent utilized reasonable skill and care given relative to the transaction.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

23. 2022008741
Opened: 3/21/2022
First Licensed: 3/10/2015
Expires: 3/9/2023
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the listing agent.

The Complainant says she is one of six tenants in common (1/6 interest each) that owned farmland from a family trust. The trust ended after the Complainant's mother passed in January 2021. As a side note, the subject property has since sold; however, the Complainant claims to have deferred this complaint until after the property sold so as to avoid any delay in the sale (and so the Complainant could get paid). The Complainant's primary complaint appears to be the dissatisfaction with the Respondent's commission.

The Complainant goes on to say that there was a buyer that he “preferred;” however, the Complainant says she was “overruled” by the other owners in favor of a different buyer. One of the sellers also appears to have been designated as the “seller representative” for all the sellers. The Complainant; however, says no power of attorney was ever executed for such arrangement.

The Respondent says that one of the heirs is a licensed realtor. That individual (the “seller representative”) also took the lead in coordinating all the heirs for the purpose of the listing. The Respondent says she advised the realtor/heir to have all the heirs sign a limited power of attorney in the event not all heirs would be present for closing. Ultimately, the realtor/heir did not obtain a limited power of attorney. However, all the heirs, including the Complainant, emailed the realtor/heir and Respondent that they were in agreement for the Respondent to list the subject property. All the heirs appear to have signed the listing agreement with the exception of the Complainant. The reasoning, arguably, was due to the Complainant’s disdain for the realtor/heir. Apparently, the Complainant did not like the realtor/heir’s control over the whole matter in addition to family in-fighting.

All the heirs signed the documents at closing, including the Complainant, who attended in person. It was not until after closing that the Complainant lodged this complaint. The Complainant signed all the transaction documents at closing and, at least, provided no opposition neither to the listing nor the Respondent taking the listing.

Recommendation: Close.

Commission Decision: The Commission accepted counsel’s recommendation.

24. 2022009151
Opened: 3/21/2022
First Licensed: 10/21/1996
Expires: 10/30/2022
Type of License: Real Estate Broker
History: None

The Complainants are the sellers. The Respondent is the listing agent.

The Complainants entered into a listing agreement with the Respondent in early January 2022 (Confirmation of Agency status form confirms this). The Complainants do not provide a great amount of detail; however, they claim that the Respondent was attempting to act as a transactional broker when the Complainants had not asked him to. Apparently, there was an offer from a buyer where the Respondent advised the Complainants to decline the offer as it was not binding. The Respondent then advised them to take a second offer that was higher. A dispute then arose between the two buyers and the sellers. The Complainants eventually asked the Respondent to resign as the listing agent. The

Respondent's principal broker stepped in and took the transaction through to closing, selling the house above the list price.

The Respondent explains that he had worked with one of the Complainants before (husband) on a separate real estate transaction. He says he cut his commission in the previous deal by \$4,000. The Respondent says the listing received multiple offers within the first few days. One offer was submitted via an agent that the Respondent submitted to the Complainants. The Complainants countered to wait for the buyer's approval letter for five days. Within the five days, an unrepresented buyer wanted the Respondent to write an offer. The Complainants and Respondent then executed a new Confirmation of Agency form with the Respondent acting as "Transaction Broker or Facilitator" for both parties. The Complainants signed this form. The Complainants then had concerns about the facilitator status and asked if the Respondent would lower his commission to 4%. The parties eventually agreed to 4.5% and to stick with the facilitator status.

The Complainants then accepted the offer from the unrepresented buyer. The Complainants then notified the previous buyer they were going with another offer. The buyer's agent said the Complainants had a binding agreement and could not back out. The Respondent told the agent that his sellers had "signed after the deadline" the agent provided. The agent then supposedly contacted a realtor's association who weighed in on the matter and said the Complainants were locked in. The Complainants then notified the unrepresented buyer, and he withdrew his offer.

As explained above, the Respondent says he was asked to terminate his role in the transaction. The principal broker then took over. The principal broker also weighed in on the complaint. He says the Respondent presented all offers to the Complainants in a timely fashion. He also feels that the Complainants were never under contract with two buyers at the same time. He and the Respondent advised the Complainants and the other parties to seek legal advice as they could not provide any. The principal broker goes on to say that with the stress of the listing, the Complainants contacted him and told him they felt the Respondent had "mishandled" the file. Overall, the Respondent handled the multiple offers with skill. The issue with the two offers and going from a listing agreement to a facilitator agreement was a bit unwieldy but ultimately it did not negatively impact the Complainants.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

25. 2022009351
Opened: 3/21/2022
First Licensed: 5/2/2019
Expires: 5/1/2023
Type of License: Affiliate Broker
History: None

The Complainant is the buyer. The Respondent is the listing agent.

The Complainant says he made an offer on the sellers' home on January 26, 2022. Apparently, the offer was accepted, and the Respondent says closing was scheduled for March 1. The Complainant goes on to say that the sale fell through with his earnest money being returned on March 8. The Complainant alleges the Respondent mishandled the transaction, leading to the sellers pulling out of the deal. Specifically, the Complainant claims that the property condition disclosure had the incorrect address, which had to be later hand-corrected. He says a survey revealed the need to shift the property line to "established fenced boundaries." The Complainant further explains that this survey "discovered a cloud on the deed which ultimately resulted in the sellers' default..." Finally, the Complainant says the Respondent ordered only a termite inspection, which omitted an inspection for mold, mildew, and microbial growth.

The Respondent says the Complainant's allegations are false. Regarding the property disclosure, the Respondent says those items were not discovered until after the home inspection. The Respondent says the Complainant was still intent on buying the house despite the repairs if the sellers would agree to a \$10,000 reduction in price. The sellers agreed to this. The buyers then wanted to move in prior to closing without paying rent until closing. In the event the deal fell through, the buyers then wanted 90 days to move out. The Respondent explains the sellers were not agreeable to this final provision.

As to the boundary issues, the property was taken out of a larger tract owned by the sellers' family. The original tract had a First Right of Refusal that, unbeknownst to the sellers, transferred to the two acres that are the subject of this complaint. The two acres were acquired in 2011. Regarding the termite inspection, the Respondent says she did not order the inspection, but rather there was handled by the sellers. She also says the purchase sale agreement contained no request to inspect for mold, mildew or microbials. Apparently, the VA/FHA addendum only required an inspection for "wood destroying insect infestation."

After all of this, the Complainant and sellers did a mutual release, and the Complainant got his earnest money back. The sellers, in order to clear up the issue with the title, had to go to court to have the First Right of Refusal removed from the title.

The most prominent issue for the Complainant is the title as it ultimately led to the release from the agreement. This, however, was a matter unknown to both the sellers and the Respondent. No one was aware of the title problem until the title company alerted all parties. The issue also would not have been apparent to a surveyor doing a physical analysis of the property. The Respondent utilized reasonable skill and care in this transaction.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

26. 2022009541
Opened: 3/21/2022
First Licensed: 4/2/2007
Expires: 4/1/2023
Type of License: Affiliate Broker
History: None

The Complainant is the seller. The Respondent is the buyer's broker.

The Complainant says he met with the buyer and the Respondent on February 6, 2022 regarding the sale of the subject property. The Complainant was not working with his own agent at the time. The Complainant claims that a contract was sent to him via email for his signature on February 10. He says he then requested a "disclosure" by text on February 14, but claims he was "refused" the disclosure. He then told the Respondent he would not be signing the deal.

The Respondent says the parties worked out a contract on the Complainant's house for sale. The Respondent says that a contract packet was sent to the Complainant on February 10; however, he never opened the email according to the "Authentisign" software. The Respondent goes on to explain that the Complainant wanted everything in hard copies and large print before he signed. Eventually, the Respondent simply emailed everything by attachment. At some point thereafter, the Respondent says the Complainant asked for a "disclosure." The Respondent asked what he meant by "disclosure" to which the Complainant did not respond. Over the next few days, the Complainant tried to see what assistance she could be to the Complainant, but he never responded. Following this, the Complainant hired a listing agent. The parties still tried to work out a deal but eventually the home was taken off the market.

There is no evidence of any lack of reasonable skill and care in this transaction. The Complainant either did not know how to use the technology or was too overly-cautious about the transaction. There is also no indication as to what "disclosure" the Complainant was referring to.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

27. 2022010171
Opened: 3/21/2022
First Licensed: 8/26/2005
Expires: 8/25/2023
Type of License: Affiliate Broker
History: None

The Complainant is not a buyer, seller or tenant. The Respondent is an affiliate broker.

The Complainant says she is the niece of an elderly woman who hired the Respondent as the aunt's listing agent in 2018. The Complainant lives in Oklahoma. During a recent visit to Tennessee, she alleges the family found the Respondent's name on the aunt's bank account as the Payable on Death (POD) beneficiary. The Complainant theorizes the Respondent must have formed some relationship with her aunt that she has now exploited to her benefit.

The Respondent says she was not aware the aunt had placed her as the POD beneficiary on that account or any other. She claims she has known the aunt for over 30 years and attends church with her. It was likely for this reason that the aunt chose the Respondent to list her house in 2018.

The Respondent goes on to say that she considers the aunt a "second mother." The Respondent included a couple of letters from other people, explaining the Respondent's relationship to the aunt. None of the letters allege anything nefarious. There is also a copy of a durable power of attorney that names some third-party as the aunt's agent-in-fact as opposed to the Respondent. There does not appear to be any evidence of any prior or current attempt by the Respondent to take advantage of the Complainant's aunt. The aunt may simply trust the Respondent and has set up this particular bank account to pay to the Respondent on her passing.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

28. 2022010691
Opened: 3/21/2022
First Licensed: 10/21/2016
Expires: 12/5/2023
Type of License: Principal Broker
History: None

*This complaint was opened at TREC's request during the March 2022 meeting. The Respondent is the principal broker for the affiliate broker in the original complaint.

The original Complainant lodged this complaint two days before closing on the subject house. The Complainant says the Respondent's affiliate broker scheduled the final walk through for December 28, 2021. The affiliate broker supposedly asked the Complainant for a one-day code for accessing the property. The Complainant says his sellers already knew who the buyers were. The Complainant then explains that instead of the affiliate broker doing the final walk through with the buyers, he did not attend and gave the code to the buyers who entered the home unaccompanied. Apparently, the sellers watched the buyers enter the house from across the street.

The affiliate broker says he had recently tested positive for Covid-19 and did not want to run the risk of transmission to others. He admits to giving the code to his buyers; however, he did not feel it warranted re-scheduling as the buyers and sellers knew each other.

In rebuttal, the Complainant says that although the parties knew each other, the sellers' personal belongings were still in the house at the time. While closing was in two days, the sellers still had occupancy for nearly another two months. The Complainant says he was not aware of the affiliate broker's Covid-19 diagnosis. Had he known this, he says he would have done the walk through with the buyers. The walk through could have been handled better, although if the affiliate broker was sick, not attending was the correct answer from a practical standpoint. At the same time, the affiliate broker should have let the Complainant know his situation and either re-scheduled the walkthrough or had the Complainant do it.

In his response, the Respondent profusely apologizes for the incident. He explains the onboarding process for his affiliates and implies that the affiliate broker should have rescheduled the final walk through or reached out to another affiliate broker. The Respondent goes on to say that his affiliates conduct weekly office-wide calls, monthly team meetings, and a two-hour class each week. He closes by saying that the affiliate broker's actions were solely his own and without the Respondent's knowledge. It appears the principal broker had adequate countermeasures in place that would have provided the affiliate broker an opportunity to reach out to the principal broker or someone else. Further, it appears the Respondent did not know about the incident until *after* the complaint given the short notice the affiliate broker gave everyone that he would not be attending the final walk through.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

29. 2022003871
Opened: 3/28/2022
First Licensed: 7/13/2015
Expires: 7/12/2023
Type of License: Affiliate Broker
History: None

The Complainant is the buyer. The Respondent is the listing agent.

The Complainant made an offer on the subject listing on January 30, 2022. The Complainant, who was working with an agent, explains that that offer was \$267,000 with the list price at \$259,900. The Complainant says her agent was unable to get in touch with the Respondent on a few occasions during this time, therefore, they submitted a

second offer. According to the Complainant, the offer was accepted. A day later, however, the Respondent allegedly informed the Complainant's agent that the seller wanted more money. The Complainant says she offered an additional \$3,000. The Complainant contends she never heard back from the Respondent.

The Respondent says she received three other offers that exceeded the Complainant's offer. The offer that was ultimately accepted was \$286,000. The Respondent claims that an automated email went out to all buyers' agents who visited the property that the home was under contract. The Respondent's first duty was to her seller. She advised her seller of all offers of which the \$286,000 was the best. Further, the Respondent advised the Complainant's agent that the seller would be taking other showings in between the Complainant's offer and the course of the weekend. It was during the weekend in which the final and best offer was made.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

30. 2022005511
Opened: 3/28/2022
First Licensed: 4/12/1993
Expires: 5/22/2021 (Expired)
Type of License: Principal Broker
History: None

The Complainant is a tenant. The Respondent is the principal broker for a property management entity. *The complainant in #31 is directly related to this complaint.

The tenant claims she was taken advantage of by the Respondent and the Respondent's granddaughter who is also an affiliate broker. Apparently, the Complainant no longer resides in the home and is presently incarcerated. The Complainant says she is a "[d]isabled special education teacher" in her late 60's. She alleges the Respondent and his granddaughter were aware of a large inheritance the Complainant was to receive at some point. Much of these events appear to have occurred a few years ago. She goes on to say that the granddaughter asked her for a loan to cover the balloon payment on the house she was renting. Supposedly, the Complainant made the loan as she wanted to ultimately buy the house. Eventually, the Complainant was either evicted from the house or the house was foreclosed on.

After this portion of the complaint, the narrative and chronology becomes hard to follow. It is not clear why the Complainant is in jail, although there is some information related to the parties on the internet.

The Respondent's license is currently in an expired status.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

31. 2022005551
Opened: 3/28/2022
First Licensed: 5/13/2005
Expires: 7/16/2021 (Expired – E&O suspension)
Type of License: Affiliate Broker
History: None

The Complainant is a tenant. The Respondent is the principal broker for a property management entity. *The Respondent is the affiliate broker referenced in the complaint above.

*There facts in this complaint are identical to those in #30.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

32. 2022009241
Opened: 3/28/2022
First Licensed: 8/22/2017
Expires: 8/21/2023
Type of License: Affiliate Broker
History: None

The Complainant is anonymous. The Respondent is an affiliate broker.

The Complainant says the Respondent's advertisement sign is not in compliance with the Commission's rules. The sign displays the Respondent's name in larger size than the firm's full name. There are two letters; however, that are equal to or larger in size than the Respondent's name.

The Respondent says his sign is in compliance as the two-letter "branding" is larger than his name. He claims his firm has a "Style Guide" that he followed. The Respondent appears to have followed the referenced guide.

Recommendation: Have a Commission member review a copied photograph of the sign.

Commission Decision: The Commission voted to defer this matter to the June meeting in order for counsel to gather more information.

33. 2022009621
Opened: 3/28/2022

First Licensed: 8/15/2003
Expires: 5/16/2022
Type of License: Affiliate Broker
History: None

The Complainants are the buyers. The Respondent is the listing agent.

The Complainants say they were under contract to buy the subject home; however, the deal fell through due to the Respondent's lack of "good faith." They allege the Respondent "did not answer any of the formal paperwork in [a] timely fashion starting with the initial offer and always trying to do things without formal avenues." Apparently, there was a 1031 exchange involved in the transaction which complicated the matter a bit more. The Complainants go so far as to say the Respondent tried to "kill the contract once it was formally signed."

The Respondent says that the initial documentation was slow given her sellers' age (mid-70's) who did not understand how to operate "Dotloop" and were also dealing with Covid. According to the Respondent, this led to the contract not getting signed as quickly as she would have preferred. She did, however, explain these details to the Complainants' agent. As to an attempt to "kill the contract," the Respondent says that the buyers could not financially perform or provide proof of funds which was required by the purchase and sale agreement. There was also additional requirements of proof of appraisal and proof of applying for hazard insurance, which the Respondent and sellers claim the Complainants never provided. One of the sellers included a letter with the response that indicates the Complainants stalled the transaction with "excessive inspections with requests that the sellers pay closing costs instead of repairs." The sellers also corroborate their unfamiliarity with Dotloop and their struggle with Covid symptoms for several days.

The Respondent's principal broker executed a broker-release sometime after this (not clear if it was as a result of this or not) who says the Respondent acted correctly in this transaction. He says the Respondent suggested to the Complainants' agent that they remove their sale-of-home contingency. He says she was also adamant that the proof of funds from the buyers must be provided. Overall, the Respondent exercised reasonable skill and care given the circumstances.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

34. 2022009971
Opened: 3/28/2022
First Licensed: 7/16/2013
Expires: 7/15/2023
Type of License: Affiliate Broker
History: None

The Complainant is an unknown party to the subject real estate transaction but claims to be associated with the buyer. The Respondent is the listing agent.

The Complainant says that a home inspection was made on the subject home after they were under contract. The Complainant says the deal fell through “due to the listing agent refusal to answer our question of who was conducting the repairs on the property.” The Complainant says the Respondent would only explain that the repairs had been taken care of. As a result of the buyer’s decision to pull out of the deal, the sellers refused to return the earnest money. The Complainant also says that the Respondent informed the Complainant that the sellers still wanted to sell the house to the Complainant; however, the Respondent allegedly told the Complainant that they had to cut ties with their agent.

The Respondent says she does not recognize the Complainant who lodged the complaint and does not understand their role in the transaction. In any event, the real buyer requested a home inspection; however, the Respondent claims the Complainant failed to honor the completion and repair submission dates and “delayed the processed unnecessarily.” The sellers refused to submit to a repair extension amendment, and then after the buyer pulled out, the sellers refused to return the earnest money. The Respondent says she advised the sellers on a number of occasions they should sign the mutual release and return the earnest money. As to the demand that the Complainant cut ties with their agent, the Respondent vehemently denies this took place.

Given the fact that the actual buyer did not lodge this complaint, along with no evidence of a lack of reasonable skill and care, the complaint should be closed.

Recommendation: Close.

Commission Decision: The Commission accepted counsel’s recommendation.

35. 2022010281
Opened: 3/28/2022
First Licensed: 5/17/2010
Expires: 5/16/2022
Type of License: Affiliate Broker
History: None

The Complainant is not a buyer or seller of real estate and claims not to be a TREC licensee. The Respondent is the listing agent.

The Complainant, apparently, viewed one of the Respondent’s listings at some point. Something must have gone sideways following the viewing, although what occurred is not exactly clear. The Complainant only says the Respondent lives outside of 50 miles of her principal broker which he thinks is a violation.

The Respondent correctly points out that the previous version of Tenn. Comp. Rules & Regs. 1260-02-.01 required that the principal broker not engage a licensee who lived more than 50 miles from the firm office, subject to the principal broker’s ability to

supervise from a greater distance. This rule was amended in 2017, removing the 50-mile requirement.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

36. 2022010531
Opened: 3/28/2022
First Licensed: 8/27/2002
Expires: 4/15/2023
Type of License: Principal Broker
History: 2018 Consent Order for Advertising Violation, 2020 Letter of Warning for Failure to supervise an affiliate due to lapse in affiliate's E&O insurance

The Complainants are the buyers. The Respondent is the listing agent.

The Complainants say they purchased a home listed by the Respondent. They allege it has several "latent defects," such as electrical and HVAC problems, plumbing, and foundation. After this, the complaint makes little sense. As best counsel can discern, there is some litigation on going or threat of litigation, with the Complainants claiming the seller "defrauded" them. There is no supporting documentation with the complaint.

The Respondent says the Complainant spouse began calling the seller on a regular basis following closing. The Respondent goes on to say that the Complainant spouse has "bombarded" the agents on both sides since closing. Additionally, the spouse has called the seller's family members and friends. The Respondent says he advised the Complainants to seek legal advice as none of the agents could do so. Despite this, the spouse allegedly continued to text until the Respondent claims that he blocked the number. The Respondent closes by saying that the Complainants did obtain a home inspection; however, they did not request any repairs.

It appears the Complainants either did not request repairs or negotiate them prior to closing. If the Complainants believe the seller misrepresented something, then they can address that with an attorney.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

37. 2022011021
Opened: 3/28/2022
First Licensed: 9/17/2021
Expires: 9/16/2023
Type of License: Affiliate Broker

History: None

The Complainant is a TREC licensee and a former firm manager. The Respondent is an affiliate broker with the Complainant's former firm.

The Complainant says the "real estate license for this individual should be considered in the possession of the Tennessee Real Estate Commission." The Complainant goes on to explain that the Respondent requested that she sign her TREC-1 form in March 2022 in order to transfer to another firm. The Complainant says that firm has now declined to accept her as an affiliate broker.

The firm the Complainant managed has now, according to her, dissolved and she has removed herself as managing broker. At the conclusion of the complaint, the Complainant says the Respondent has committed "Financial Crimes" that will "be explained in follow up complaints."

In so many words, the Respondent says this complaint was lodged out of spite. She says her significant other is the company representative for the realty firm's biggest builder/client. This appears to be part of the problem at least. Additionally, the Respondent claims the Complainant was fired from the managing broker position. She also says the reason she was not accepted by the new firm was because the Complainant "flagged" her as a problem broker the same day the Complainant was fired. In regard to the firm being dissolved, the Respondent claims the firm has not, in fact, been dissolved. She contends the firm majority owner has contacted TREC to allow time for the firm to finish an audit dealing with the Complainant's handling of certain firm accounts.

Despite all the information from both sides, there is no specific allegations of financial crimes related to the Respondent. It appears that both sides claim the other has committed some form of malfeasance. No documentation was included with the complaint aside from some text messages that have no relevance.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

38. 2022005721
Opened: 3/28/2022
Unlicensed
History: 2022 Consent Order for Unlicensed Property Management

The Complainant is the Respondent's former employee. The Respondent is an unlicensed property management entity.

The Complainant alleges that Respondent is operating a property management company without any brokerage license. The Complainant says the Respondent is not a resident manager and negotiates rents and security deposits for any number of homes.

The Respondent says the Complainant and her husband, aside from formerly working for him, run a contractor company that does handyman work. The Respondent says the Complainant left his company to focus more attention on the contractor business. The Complainant and her husband, apparently, used to perform projects for the Respondent's company. The Respondent goes on to say over the course of many projects, the Respondent's work became unacceptable, and they no longer used them as a vendor. At the end, there was an overpayment by the Respondent which has now led to a dispute. The Respondent contends this complaint stems from that payment dispute.

The Respondent admits he is unlicensed; however, he says they hired a broker within the last 60 days as a result of the February 2022 Consent Order. Arguably, that Consent Order covered time that is also included in this complaint. Given the Respondent's decision to hire a licensed broker and the payment dispute between the Complainant and Respondent, closing this complaint may be appropriate.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

39. 2022006321
Opened: 3/28/2022
First Licensed: 9/29/2009
Expires: 9/28/2023
Type of License: Real Estate Firm
History: None

The Complainants are time share owners. The Respondent is a time share company.

The Complainants says they entered into a time share agreement with the Respondent, originally, in 2019. They claim to have attended a meeting in September 2021 in Illinois (where they reside) in order to "get some questions answered about our original time share purchase." They allege the representatives told them the "tour" would cost them \$20,000 plus other fees. The Complainants are seeking to terminate their contract with the Respondent.

The Respondent says the Complainants did, indeed, attend a sales presentation in 2021. The sales consultant supposedly suggested that the Complainants should increase the number of "Club points" allotted to the membership each year. This was likely because the Complainants wanted to stay at locations that required more than 100,000 Club points. The Respondent says the Complainants declined all offers and left the sales center

without making a purchase. The only connection to Tennessee appears to be one stay in May 2021.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

40. 2022010651
Opened: 3/28/2022
First Licensed: 6/7/2002
Expires: 9/19/2022
Type of License: Real Estate Firm
History: None

The Complainant is a property owner that leases their rental through the Respondent. The Respondent is a property management entity.

The Complainant says he uses the Respondent to manage his rental unit in Tennessee. The Complainant resides out of state. The Complainant claims he told the Respondent not to rent out the house for another term as he was intent on selling the house. Despite his request, the Respondent signed a new lease with the tenant. There is also a \$195 charge of which the Complainant says he was never informed about.

The Respondent says the \$195 charge stems from damage to the home's living room and kitchen drywall that was beyond normal wear and tear. Further, the Respondent says the bill was posted on the on-line portal which was and is accessible to the Complainant. The Respondent recommends that the Complainant get the "new property manager" to get the \$195 from the tenant (management was terminated on February 21, 2022). The Respondent did not address the issue with the lease. The Respondent provided a number of email exchanges between both parties, reflecting the Complainant's desire to the tenant sign a new lease, although shorter in duration or month-to-month. The lease that was signed is dated December 21, 2021. It appears, at least, that the Complainant had agreed to a new lease.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

41. 2022012891
Opened: 4/4/2022
First Licensed: 10/30/2017
Expires: 10/29/2023
Type of License: Affiliate Broker
History: None

The Complainants are the sellers. The Respondent is the buyer's broker.

The sellers say they agreed to sell to a company that buys and sells homes. The Respondent is a broker for the company. The Complainants say they contacted the Respondent's company and went with their offer to purchase. Over the course of a month, the contract eventually fell through. The Complainants say the Respondent kept setting dates to do the due diligence, but no one would ever show up. They say that only one showing took place during the time in which showings were to occur. The Complainant spouse says he opened up something sent via "AuthentiSIGN" which claims he signed the form even though the Complainant spouse said he did not intend to sign it. Finally, the Complainant alleges the Respondent was using her old realty firm's letterhead after she had moved her license to a new firm.

The Respondent says the Complainants did not permit her team entry to the home to complete their due diligence. She feels the Respondent was not ready to sell and therefore did not have their affairs together in order to move out. The Respondent says that the purchase and sale agreement provides the buyer with three showings prior to the end of the due diligence period. She says that one of the three times was cancelled due to a contractor not showing up so that he could assess the house. Again, the Respondent says her team was "forbidden" from conducting more than the one showing.

As to the contract, the Respondent says the document was never signed by the Complainant spouse and that it was a mutual release form. The Respondent goes on to say that they released (or will) the earnest money back to the Complainants despite the Respondent's contention that the Complainants forfeited the earnest money given their uncooperative actions. Regarding the letterhead, the Respondent says she moved from one realty firm to another during the course of the transaction. She says the "transaction desk" did not update until after a certain point. The Respondent's principal broker provided a statement in which he says he could not comment on the transaction as the Respondent "did not properly upload this particular transaction" in their system. Despite this last statement, he does not comment on whether or not the Respondent did anything wrong otherwise.

In rebuttal, the Complainants say they granted a second showing *after* the period of due diligence ended. Arguably, the Complainants were already in breach at that point. The Complainants also point out that the Respondent (or someone) checked a box where it indicates that "Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement..." The Complainant spouse says that the Respondent alleges they did not get to complete due diligence, yet the Respondent claims inspections were done. This is somewhat contrary to what apparently happened, although the Respondent is intent on refunding the earnest money.

It is difficult to know for sure what happened here. The Complainants say the Respondent did not schedule showings and the Respondent says they were prevented from getting in the house. The issue with the letterhead appears to have no bearing on the outcome of the transaction, although the Respondent should have updated the letterhead to reflect her

new affiliation. The Respondent also likely had a better legal argument to retain the earnest money than the Complainants did to have it refunded.

Recommendation: Letter of Warning for failure to exercise reasonable skill and care in violation of T.C.A. 62-13-403(1).

Commission Decision: The Commission accepted counsel's recommendation.

TIMESHARES:

42. 2022007281
Opened: 3/21/2022
First Licensed: 8/23/2017
Expires: N/A
Type of License: Time Share Registration
History: None

The Complainants are time share owners. The Respondent is a time share company.

The Complainants purchased their time share in 2015. They claims they purchased additional points in 2016 during a sales pitch at a Respondent resort. According to the Complainants, the salesperson nearly wrote in the Complainant husband's annual income as double on the application for a visa card through the Respondent's rewards program. Presumably this was to get the Complainants more points. The Complainants also allege the salespeople held their drivers' license "hostage" during the sales spiel as a way to get them (and others) to buy more points. Overall, the Complainants no longer want to use the time share as the membership and fees have become financially burdensome.

The Respondent says the company offers a "certified exit" to their time shares for qualifying owners. The Respondent says that the Complainants did, in fact, qualify, for the exit program and was offered to the Complainants in July 2021. The Respondent denied any allegations related to the 2016 credit card application or the issue with the drivers' license.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

CASES TO BE REPRESENTED:

43. 2021054581
Opened: 7/27/2021
First Licensed: 7/8/2019
Expires: 7/7/2023
Type of License: Affiliate Broker
History: None

Respondent is a licensed affiliate broker. In his application for license renewal, Respondent disclosed that he had been disciplined by the Financial Industry Regulating Authority (“FINRA”) since his last license renewal.

Respondent entered into a settlement of a disciplinary matter with FINRA on May 20, 2019, via a Letter of Acceptance, Waiver and Consent (“AWC”), which Respondent has provided. FINRA took action against Respondent by issuing the AWC suspending him from association with any FINRA member firm in all capacities for 18 months. The action was based on FINRA’s finding that, between 2013 and 2015, Respondent made approximately 273 unauthorized purchases and sales in a customer’s brokerage account by exceeding the scope of authority granted by the customer. According to the AWS, the customer gave Respondent verbal authorization to buy new CD issuances upon maturity of prior CD issuances. Respondent exceeded the scope of authority, however, by selling the CDs prior to their maturity and using the proceeds to purchase new CDs, nearly always at a loss. This resulted in a loss of approximately \$100,572.00 of interest and caused the customer to pay \$4,268.73 in unnecessary commissions.

FINRA found that the unauthorized purchases and sales violated FINRA Rule 2010, which requires that a registered representative “in the conduct of his business ... observe high standards of commercial honor and just and equitable principles of trade.” Pursuant to the AWS, Respondent consented to the imposition of an 18-month suspension, disgorgement of \$4,268.73 in commissions, and a \$10,000.00 fine.

In his response to the complaint, Respondent states that he neither admitted nor denied FINRA’s findings in executing the AWC. He states that his suspension concluded on December 2, 2020. Respondent also agreed via consent order to a suspension of his license with the Department of Insurance in another state which ran concurrently with the FINRA suspension and has now expired. Respondent states that his affiliate broker license has already been renewed. Respondent states he has also applied to renew his securities license in Tennessee, and the application was initially denied by the Securities Division due to the FINRA AWC. Respondent states a hearing is scheduled in which he is challenging the ruling. (Update: The hearing was recently held, and the judge took the matter under advisement. Proposed findings of fact and law are due to be submitted on October 7, 2021.)

Based upon the information provided, Respondent was first licensed by the Commission on July 8, 2019, after having entered into the FINRA AWS on May 20, 2019. It does not appear that Respondent disclosed or provided copies of the FINRA disciplinary action nor appeared before the Commission during his initial licensure application as required by Tenn. Comp. R. & Regs. 1260-01-.01(6). Respondent states he was informed by someone at his brokerage that he should answer “no” to the application question concerning disclosure of disciplinary action in his initial application because it was not related to real estate. Respondent has now provided the disclosure and documentation upon his application for renewal.

Recommendation: Discuss

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

New Information: Counsel spoke with the attorney handling the pending case against Complainant for the Tennessee Securities & Insurance Division. The Department's Proposed Findings of Fact and Conclusions of Law were filed on October 7, 2021. No ruling has been received yet. The attorney anticipates that a ruling could take up to 90 days after the proposed findings were filed on October 7, 2021.

New Recommendation: Discuss

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

New Information: In the October 2021 formal hearing, the Administrative Law Judge (ALJ) ordered the Respondent's Insurance license suspended for six (6) months with no civil penalty. The ALJ stated in the initial order that the Respondent's failure to disclose the FINRA discipline did not "rise to the level of egregious behavior such that said actions should permanently divest Respondent of the right to practice said profession."

It appears to counsel that the Respondent's failure to disclose the securities complaint was due to his reliance on his principal broker's or another affiliate broker's advice in his realty firm. He says he was told that since the open complaint dealt with a securities matter, he did not have to disclose it as it did not relate to real estate.

New Recommendation: Authorize a formal hearing and authority to settle by Consent Order to include a six-month suspension.

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

44. 2020017511
Opened: 3/30/2020
First Licensed: 1/14/2016
Expires: 1/13/2022
Type of License: Affiliate Broker
History: None

Complainant is a licensed Principal Broker. Respondent is a real estate licensee.

Complainant alleges that Respondent was caught on two separate occasions at two different properties rummaging through the property owner's items in their bathroom. On the first occasion, the Respondent alleges that they were looking for Excedrin. On the second occasion, the Respondent was accused of stealing 8 narcotic pills from the property owner's bathroom.

Respondent filed a response denying the allegations. Respondent states that during the first incident they were searching for Excedrin pills. During the second incident involving the prescription narcotics, the Respondent states that they did not steal the prescription medication and that it could have been their clients. Respondent states that they were "snooping looking for Excedrin Migraine pills as it for some reason is off the shelves." Respondent states that they will not do any showings alone or they will have the entire showing recorded. Respondent states that they believe that their client (the Buyer) was involved in stealing the narcotic pills. Respondent attached a copy of a drug screening they had conducted to prove that they are not on drugs.

Recommendation: Civil penalty of \$500.00 per occurrence for failure to exercise reasonable skill and care for a total of \$1,000.

Decision: The Commission voted to issue a Consent Order with a six (6) month suspension of the license.

New Information: The Respondent maintains that they did not steal the prescription medication and that they believe it may have been their clients. Respondent further states that they did not take anything from either home, but they do admit to looking around the bathroom for Excedrin pills. Respondent states that a six (6) month suspension would be detrimental to their livelihood and their family. Respondent requests that the Commission reconsider their decision and assess a civil penalty rather than suspension or reduce the length of their suspension to three (3) months due to the hardship a six-month suspension will create.

New Recommendation: Three-month suspension and a civil penalty of \$500 for failure to exercise reasonable skill and care.

Decision: The Commission elected to continue with their original decision.

New Information: As a result of the incident with the Excedrin pills, the Respondent was directed to pay \$1,000 and further directed to earn "C2EX" by a regional realtors association. The Respondent complied with all the association's requirements in July 2020. As to the alleged incident with the prescription narcotics, the Respondent's spouse claims she was present at this showing, and she says the Respondent did not take the narcotics from the cabinet. She says the Respondent did not venture off on his own and was with the buyers or her during the showing. It is possible the buyers or someone else got into the medicine cabinet. The house was being shown for several hours in which the medications could have been accessed. The Respondent also enrolled himself in counseling that he completed in 2021.

For the past two years, the Respondent did not engage with counsel for the Commission as he believed the matter was resolved through the realtors association. Additionally, the

matter was not set for hearing earlier due to the challenges set by Covid-19 restrictions and turnover at the disciplinary counsel position. While current counsel had to actively seek out the Respondent, the Respondent did appear unaware of the complaint's open status and how the complaint process works. Since this complaint, the Commission has received no new complaints from any consumers or other licensees.

New Recommendation: Discussion.

New Commission Decision: The Commission voted to continue with their original decision.

45. 2022005371
Opened: 2/22/2022
First Licensed: 3/27/2018
Expires: 3/26/2022
Type of License: Affiliate Broker
History: None

The Complainants are the buyers. The Respondent is the buyers' broker. *The Complainants originally lodged a complaint against the listing agent. That complaint was closed during the February 2022 meeting as to the listing agent and this complaint opened against the buyers' broker at the Commission's request.

The Complainants say they purchased the subject property on October 1, 2021, using the Respondent as broker. They claim the listing agent "fraudulently advertised" the subject property. According to the Complainants, the seller was retaining part and selling part. They claim that the sellers' sale sign was posted on the portion of the property the seller intended to keep. The associated map for the listing did not have the boundaries clearly defined. Now the Complainants are occupying property the sellers claims to have retained.

The Respondent says the Complainants asked him to put in an offer on the sellers' property on September 3, 2021. He says he reviewed the MLS sheet and attached documents, and then offered to walk the property with the Complainants. The Respondent explains that the Complainants told him they did not need to walk it with him as they had already viewed it and felt comfortable. They requested the Respondent make a cash offer with no contingencies.

The Respondent goes on to say that he reviewed the photos and description and then put in the offer. The offer was then accepted and closing took place on October 1. A week after closing, the Complainants called him explaining that what they had purchased was no what they thought they were originally getting. Apparently, the seller told them they had, in fact, only purchased the 22.83 acres on the back side of the lot. The seller then offered to grant them an easement over his property. The Complainants believed they had purchased the *entire* lot.

The Respondent says that he contacted the listing agent and went over the matter. It was then that the Respondent found out there was a survey attached to the “document” section of the MLS. He says he had no reason to pull it because of the photos and description appeared very conclusive. He says that if one were to read the property description and then reference the photos, a person could conclude that you would be buying “one 22.83-acre lot that fronts the road. In reality, the buyers purchased 3 separate lots that *total* [emphasis added] 22.83 acres, and they surround a 25-acre center lot that is not for sale.” He says that in hindsight, he should have had the buyers walk the property with him before making the offer and had them sign and initial the attached survey. He goes on to point out that the three lots totaling 22.83 acres should have been highlighted, which would have fallen on someone other than the Respondent. The Respondent now claims that he has since represented the Complainants again in another real estate transaction.

The Respondent admits to what likely should have occurred prior to the offer, which was walking the property and being a bit more diligent in reviewing the survey. The Respondent should have utilized a bit more reasonable skill and care.

Recommendation: Letter of Warning for failure to diligently exercise reasonable skill and care to all parties to the transaction in violation of T.C.A. 62-13-403(1).

Commission Decision: The Commission voted to authorize a formal hearing and issue a Consent Order with a \$1,000.00 civil penalty for the above violation.

New Information: The original Complainants (buyers) sent a letter explaining how they feel the proposed discipline against the Respondent is unfair. They say they still believe the problem was the listing agent rather than the Respondent. Further, they explain they have used the Respondent since this incident to buy or sell additional properties. The consumers feel they were not harmed.

New Recommendation: Sustain the Commission’s decision to impose the \$1,000 civil penalty.

New Commission Decision: The Commission voted to sustain the previous decision of a \$1,000.00 civil penalty.

**Anna Matlock:
New Complaints:**

**46. 2022000051
Opened: 1/10/2022**

First Licensed: 8/25/2014
Expires: 8/24/2022
Type of License: Principal Broker
History: None

Complainant is an out of state resident. Respondent is a licensed principal broker. Complainant states they entered a contract to purchase a property and directly communicated with the sellers prior to the sellers retaining Respondent to assist with the transaction. After signing the contract, Respondent sent Complainant's agent an addendum requesting certain changes. After completing the changes, Complainant personally dropped off an earnest money check to Respondent's firm. Respondent deposited the check, and the funds were debited from Complainant's account. Later, Respondent claimed Complainant breached the contract by not providing the information requested in the addendum to which Complainant offered to immediately provide Respondent. When Complainant conducted a final walk through, Complainant found the subject property in poor condition. Due to this fact and additional issues with Respondent, Complainant spoke with the sellers and cancelled the contract. The sellers informed Complainant they were no longer speaking with Respondent and had retained an attorney. Complainant and the sellers both signed an earnest money release and then a follow-up earnest money release document. Complainant also said following other attempts of communication with Respondent were met with a cease-and-desist email from Respondent. Complainant sent the original earnest money check on September 9, 2021. Complainant and sellers signed the Earnest Money Disbursement and Mutual Release of Purchase and Sale Agreement on October 21, 2021.

Respondent answered the complaint stating they turned this file information over to a police detective for investigation of suspected check fraud and elder abuse. Respondent states letters were scratched out with an address that is not the same address as the legal owner of Complainant's business entity on file. Respondent further states the sellers are located in another country and Respondent's firm is still owed money from this transaction that is separate and apart from the earnest money deposit. Respondent claims Complainant is harassing them, and Respondent is unable to verify the true owner of Complainant's company. Respondent states they deny all "sophistic happenings" of Complainant and will now ignore the ombudsman request made by Complainant's broker. Instead, Respondent made the decision to file an interpleader.

Tenn. Comp. R. & Regs. 1260-02-.09(9) states absent a compelling reason, earnest money shall be disbursed, interpleaded, or turned over to an attorney with instructions to interplead the funds within twenty-one (21) calendar days from the date of receipt of a written request for disbursement. Here, Respondent clearly exceeded the twenty-one (21) days and did not interplead the funds until much later. From Respondent's response, Respondent believes there may be a question about the true legal identity of Complainant and how their company is structured. However, this is an issue is not directly related end of a transaction and the disbursement of earnest money. This is an issue best suited for law enforcement and or the judicial system. Counsel does not find Respondent's unproven accusations suffice as a compelling reason to withhold disbursing the funds or delaying interpleading the earnest money. Therefore, Counsel finds Respondent in violation of Tenn. Comp. R. & Regs. 1260-02-.09(9) and Counsel recommends assessment of a One Thousand Dollar (\$1,000.00) civil penalty.

Recommendation: One Thousand Dollar (\$1,000.00) Civil Penalty.

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

47. 2022001491
Opened: 2/7/2022
First Licensed: 8/25/2014
Expires: 8/24/2022
Type of License: Principal Broker
History: None

Complainant is a licensee. Respondent is a licensed principal broker. Complainant alleges Respondent is in violation of the Code of Ethics Article 15-2, duty to REALTORS®. This includes refraining from making certain statements about other real estate professionals, their businesses, and how these statements are communicated. Complainant provides they were affiliated with Respondent prior to transferring to a different firm and believed they would be able to get the two (2) pending deals until they closed. Later, Complainant states they received a text message from Respondent stating they would have to reassign the outstanding deals to an agent at Respondent's firm or Complainant would have to take them to their new agency via confirmation of agency change. In the text message, Respondent claims, there is a conflict of interest because Complainant's new broker has an active TREC complaint for mishandling trust money with Respondent's firm and Complainant's new firm has pursued action to have Respondent's license to be revoked, which Respondent informed Complainant was unsuccessful. Complainant had their clients sign the confirmation of agency form and Respondent thanked Complainant for a smooth and seamless transition. Complainant next states Respondent began accusing individuals and companies of stealing their files. Complainant requested that Respondent transfer the files for the remaining the cases and Respondent refused. Complainant states one of the properties closed in October and the commission check was made out to Respondent's firm and a transaction fee was also made out to Respondent, which Respondent only paid part to Complainant. Complainant alleges Respondent has committed fraud and made false and misleading statements about other agents and companies, including breaking into a portal, stealing files, and misappropriation of funds.

Respondent answered the complaint stating Complainant alleges many Code of Ethics violations and references commission and fee disputes both of which the Commission does not hear. Respondent states that they informed Complainant they would transfer the files and Complainant's new broker can take the credit under their firm license and would only owe Respondent the brokerage processing fee. Respondent claims Complainant and their principal broker stated no. Respondent further maintains the existing conflict of interest of having their license with their new firm and working on their previous files still at Respondent's firm and under their command and liability. Respondent states they cannot pay out commission on files that they do not have, and Complainant has continuously harassed Respondent to pay this commission. Respondent denies any fraud and demands the Complainant inform Respondent where the commission check is located and deposited as Respondent believes their firm is legally liable for this check in the real estate transaction.

Complainant provides a rebuttal refuting most of Respondent's assertions. Complainant states they know the Commission does settle complaints related to commission payments, but this statement from Respondent is evidence demonstrating Respondent does not follow through with what they have stated in numerous emails and correspondence. Complainant further states Respondent has degraded another agent, company, or broker with derogatory remarks which is considered a Code of Ethics violation. Counsel has reviewed the extensive documentation provided by both parties. It is clear that Complainant believes that Respondent has committed several violations of the Code of Ethics through Respondent's actions following Complainant's departure from Respondent's firm, Respondent's actions and statements during the remaining transactions, the situation related to the missing files, and many others. However, just like commission and contractual disputes, the Commission does not hear, nor have jurisdiction over, Code of Ethics violations. Those are to be handled at the local association level. Therefore, it is Counsel's belief that no specific rule or statute was violated to a transaction as defined in Tenn. Code Ann. § 62-13-102(16) and recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

48. 2022000791
Opened: 2/7/2022
First Licensed: 3/4/2021
Expires: 3/3/2023
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant alleges they met with Respondent prior to purchasing the subject property and explained the importance of this matter to be completed quickly. Complainant provides a list of inaccuracies made by Respondent including the amount of traffic to the property, having to search for the septic and learning the pipe had been damaged to tank, failing to procure all utilities necessary for habitability, discovering the basement floods, and other material facts were not included. Complainant alleges Respondent did not deliver the fiduciary duty owed as their client.

Respondent answered the complaint stating Complainant informed Respondent they needed to move-in to a home property. Respondent knew the subject property was vacant and the sellers have not lived in the property in the preceding three (3) years but had a pre-sale inspection that Respondent shared with Complainant. Respondent states they warned Complainant of the traffic, provided a copy of the plat map, and forwarded Complainant the entire report from a licensed home inspector. Respondent obtained Complainant's signature on the property disclosure form, provided the terms and conditions included in the standard purchase and sale agreement, and emphasized to Complainant the importance of seeking an independent home inspection. Complainant signed the purchase and sale agreement on November 15, 2021, which was submitted to the seller and accepted and bound November 16, 2021. Complainant closed on the property on November 23, 2021. A month later Complainant contacted Respondent about the

issues of the septic tank and later the basement. Respondent responded Complainant waived all inspectors and denied having any knowledge of either issue. Respondent denies any adverse or material facts were withheld and all of what Respondent knew was provided in the property exemption disclosure.

Complainant submitted a rebuttal refuting much of Respondent's claims. Respondent provided screenshots of conversations with Complainant to support his claims. Additionally, Counsel reached out to Respondent to obtain copies of the purchase and sale agreement along with the property condition disclosure form. Both documents support Respondent's statements provided in the complaint, and demonstrate Complainant signed several documents waiving claims for many of the statements provided. Therefore, Counsel finds no adverse or material facts were withheld and subsequently no violations of the rules or statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

49. 2022006761
Opened: 3/14/2022
First Licensed: 1/30/2004
Expires: 9/24/2023
Type of License: Principal Broker
History: None

Complainants are Tennessee residents. Respondent is a licensed principal broker. Complainants state they intended to purchase a property and use money to improve the property, but later decided to assign to a developer for tear down purposes. Complainant states in their search Respondent approached and informed them of a "solid buyer" and could get an assignment agreement signed quickly. Complainants state they later found out that Respondent's buyer was a wholesaler that was shopping around their contract, something Complainants would have never agreed to do. Complainant state they believe Respondent has done this many times and could be doing this to others. Complainants claim Respondent denied their actions and made excuses to deflect their deceit.

Respondent answered the complaint stated they were contacted about a property actively listed by a separate licensee who is friends with Complainant. The contract on the subject property was to be a cash deal with no contingent deal and an earnest money deposit. Respondent states Complainant actively searched for buyers to assign the property and later received their own text asking for their interest. Respondent states they were not personally interested but did know a friend that said yes, and Respondent has worked with successfully in the past, but did not know their friend was a wholesaler. Respondent states Complainant failed to provide a valid binding contract within the required three (3) day earnest money timeframe to secure the initial contract. As all signatures were not obtained for the sale, a stop payment was put on the earnest money check to stop the release. Respondent states they received official notice the assignment contract

was cancelled, and no extension was put in place. Based upon the information provided by Complainant and Respondent the contract in the sale for the subject property failed due to failure to successfully complete all terms of the agreement. Counsel finds no violations of the rules and statutes by Respondent and recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

50. 2022000341
Opened: 3/14/2022
Unlicensed
History: None

This matter was referred from the Division of Consumer Affairs. Complainant is a Tennessee resident. Respondent is an unlicensed company. Complainant is alleging Respondent "colluded" with the seller to sign a document purchasing a commercial property Complainant believes is a scam. Complainant details issues with walking through the property, allowing a building inspector to look at the subject property, disputing the property condition, being rushed by Respondent's manager, and the seller constantly calling Complainant. Complainant states they obtained a cashier's check to put down toward the building and hoped this money to be cashed on closing. However, Complainant alleges the sale was closed despite their objection and claims that agreement is null, and void and requests return of the funds provided in the cashier's check.

Respondent answered the complaint through their attorney. Respondent's attorney states their client is without sufficient information to admit or deny the contents of many of the conversations alleged by Complainant with the sellers of this transaction. Respondent's attorney denies any collusion with the sellers related to the purchase and sale of the subject property and that their employee only attempted to facilitate the close of the property as outlined in the purchase and sale agreement. Respondent's attorney states the escrow funds are the subject of an interpleader action filed with a Tennessee chancery court and will be disbursed as dictated by court order. Respondent's attorney provides additional context for the interpleader action as conflicting claims provide significant doubt as to who is entitled to be paid the escrow funds but acknowledges these funds either belong to Complainant or the sellers. As Respondent's attorney provides in their opening clause, Counsel agrees that the Commission does not have jurisdiction over this matter. Respondent is a third party often included in real estate transactions to facilitate closings and holding escrow funds as delegated by principal brokers. The Commission does not have jurisdiction over these third parties. Outside of the jurisdictional assertion, Counsel finds no evidence to support the collusion claims of Complainant and believes the earnest money was appropriately interpleaded with the Court. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

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

51. 2022008061
Opened: 3/14/2022
First Licensed: 5/11/2001
Expires: 10/6/2022
Type of License: Real Estate Firm
History: None

Complainant is an anonymous Tennessee resident. Respondent is a licensed real estate firm. Complainant alleges Respondent has for years sold homes to buyers with serious foundation faults undisclosed to their buyers. Complainant states two (2) individuals related to Respondent hid decision about the home's foundation without contacting an engineer and just handymen.

Respondent's principal broker answered the complaint stating they advise all of their clients to obtain a home inspection. The principal broker further details the importance of a home inspection in identifying issues, but that most sellers forgo the home inspection. Respondent's principal broker states they do not have repairs done for sellers or buyers and know nothing about foundations. As Complainant is anonymous did not provide any specific instances and cannot be reached for further information, Counsel finds no violations of the rules and statutes based on what was provided. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

52. 2022008811
Opened: 3/14/2022
Unlicensed
History: None

Complainant is a licensee. Respondent is a real estate firm team. Complainant states the mailer sent to their home by licensees not following "Advertising Rules 1260-02-12(3). No place on the envelope or card is the broker firm name or phone number. This leads people to believe the sender is a firm or broker."

Respondent's principal broker answered the complaint apologizing for the oversight and explains a new team member forgot to put the firm name/info on the mailer. The principal broker takes responsibility "a mistake on my part as the team's leader" that did not review after advising what to send out. The principal broker further states they would never intentionally violate the rules and have taken steps to ensure the advertising rules are followed. Respondent's principal broker will also make sure to review any and all advertising and sent an email to the entire team reminding them of the advertising rules and this as a topic of their monthly meetings.

Counsel recommends this matter be dismissed and administrative complaint be opened against Respondent's principal broker for failure to supervise and violations of Tenn. Comp. R. & Regs. 1260-02-.12.

Recommendation: Dismiss and administratively open a complaint against Respondent's principal broker.

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

53. 2022003561
Opened: 3/21/2022
First Licensed: 9/3/2004
Expires: 12/31/2022
Type of License: Vacation Lodging Service
History: None

This matter is related to REC-2022002711 that was presented at the April 2022 Commission meeting. Complainant is an out of state resident. This respondent is the vacation lodging service, as the last respondent was the principal broker. Complainant travelled to Tennessee as part of their family gathering each year, and their booked in advance space was "...a total mess, and uninhabitable except for the fact that we had nowhere else to go on short notice." Complainant states maintenance was not able to correct issues, phone calls and emails to their vacation location were ignored and will never rent from Respondent's establishment again.

Respondent answered the complaint stating Complainant is not a party to the transaction as another individual is listed on the reservation in question. As property managers, Respondent states they resolve issues in a timely manner. Respondent further provides they do not have control over construction in any homeowner's association or other areas in this county.

As so stated in REC-2022002711, based on the information provided by Complainant and Respondent, this appears to be more analogous to a landlord and tenant dispute, which falls outside of TREC's jurisdiction. Additionally, Complainant is not a party to the transaction in dispute. Therefore, Counsel recommends this matter be dismissed as no violations of rules and statutes were found.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

54. 2022008221
Opened: 3/28/2022
First Licensed: 11/16/1993
Expires: 12/31/1996 (Expired)
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident. Respondent is an expired affiliate broker. Complainant alleged they contacted Respondent to obtain clarification on some of the homeowner's association by-laws, specifically inquiring about placement of fences. Complainant states Respondent was very rude, disrespectful, and they are now putting their new home back on the market due to the hostility they have experienced with Respondent.

Respondent did not provide a response. The Commission does not have jurisdiction over matters related to homeowners' associations. Additionally, Respondent's license has been expired since December 31, 1996. Counsel believes that due to the expiration date of Respondent's license and the fact that this matter falls outside of the jurisdiction of the Commission, that this matter should be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

55. 2022010181
Opened: 3/28/2022
First Licensed: 4/25/2001
Expires: 6/14/2022
Type of License: Affiliate Broker
History: 2009 Letter of Warning

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant alleges they found a home of interest in February listed as available via cash or conventional lending. Complainant claims Respondent provided the lockbox code to view the home and states they visited the property three (3) to four (4) times without anyone but their spouse. Complainant later made an offer that was accepted and signed while also allowing Respondent to concurrently list their home. Complainant accepted an offer on their home and advised Respondent to state this was contingent on close of their loan. Complainant stated that their finance company stated the home they wanted to purchase would need to have front steps and a deck to qualify for lending. As the sellers did not agree to build these, Respondent suggested Complainant to do so, and this was completed in one day. Complainant then again discovered there were two (2) years in arrearages on property taxes on the home. Respondent reached out to Complainant stating the seller was unable to gain title for the manufactured home on the land because of title issues and the sellers did not want to fix. Complainant claims they were misrepresented by Respondent as the home originally stated it was listed for conventional funding but was never a candidate for anything but cash offer.

Respondent answered the complaint stating they did everything they could to resolve the title issue. Respondent further states at no time did Complainant make either sale contingent upon selling and buying, that this issue only came up after the title issues were discovered. Respondent states that Complainant was released from all contracts and returned their earnest money. Respondent also provides that Complainant was on the property several times without

permission but did have permission to install stairs at the front door. Respondent continues to state Complainant took the key and their principal broker reminded Complainant they could not enter the property without permission from the seller. After a few days, Complainant returned the key and Respondent later changed the code box to a supra key box. Respondent concluded stating after the appraisal came under Complainant's purchase price, Complainant requested the seller to reduce the price, but the sellers declined to do so.

It is clear the events in question were acrimonious and both parties encountered issues throughout these transactions. However, Counsel finds no evidence to substantiate the claims made by Complainant to support the allegation Respondent misrepresented the property and that cash was the only funding available for the subject property. It is the seller's discretion to decide what matters they will or will not agree to remedy. Furthermore, Respondent provides several communications with Complainant for support. As Complainant's earnest money was returned and Complainant was released from all contracts, Counsel finds no evidence to support any violations of the rules and statutes. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission voted to issue a Letter of Instruction regarding use of reasonable skill and care.

56. 2022011091
Opened: 3/28/2022
First Licensed: 12/17/2015
Expires: 12/16/2023
Type of License: Affiliate Broker
History: None

Complainant is an out of state resident. Respondent is a licensed affiliate broker. Complainant states they were under contract to purchase a home listed by Respondent. Complainant provides that after an inspection on March 14th, they determined the home did not meet their purchase criteria and requested to have their earnest money returned on March 15th. Complainant alleges they were told by Respondent it could take "several weeks" to get the document signed and funds returned. Complainant states Respondent's behavior was passive-aggressive and unprofessional. As of March 21st, same day this complaint was opened, Complainant did not have their earnest money deposit release signed.

Respondent's principal broker answered the complaint stating the contract in question was terminated by the Complainant due to the inspection contingency and the earnest money release was provided to Respondent on March 15th. Respondent's principal broker states Respondent sent this to their client the same day who was out of the country and signed the document on March 22nd. The principal broker states they were in communication with the buyer's agency and provided a signed copy of the release. Tenn. Comp. R. & Regs. 1260-02-.09 provides the rules for managing escrow or trustee accounts. Earnest money is to be disbursed without unreasonable delay, or absent a compelling reason, more than twenty-one (21) days. Here, Complainant's earnest money was provided in seven (7) days after the request, which included waiting on the

signature of Respondent's client that was overseas in this timeframe. Counsel finds no violations of the rules as it relates to managing escrow account or earnest money deposits and recommends this matter be dismissed.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel's recommendation.

57. 2022011271
Opened: 3/28/2022
First Licensed: 10/20/2010
Expires: 10/19/2022
Type of License: Real Estate Firm
History: 2006 Consent Order

This matter was referred by the Division of Consumer Affairs. Complainant is a Tennessee resident. Respondent is a licensed real estate firm. Complainant alleges Respondent refuses to address maintenance requests, misses appointments, and has violated their rights as a tenant. Complainant states they have experienced issues with their fence, air conditioning, water, and kitchen appliances. Complainant laments Respondent solely communicates via telephone, eliminating the possibility of written correspondence for documentation purposes.

Respondent answered the complaint stated they serve as the property manager for Complainant and states they have received maintenance requests for HVAC, property fence damage, a broken exterior door handle, and dishwasher repairs. Respondent states that all of these requests have been filled or Respondent is awaiting parts due to supply chain issues. Respondent states a few of the requests have taken longer than anticipated but Respondent is actively working to remedy the issues. Based upon the information from the Complainant and the Respondent, these matters appear to be more related to landlord-tenant related. Respondent is a licensed property management company with the Commission, but based on the information here, Counsel finds no violations of the rules or laws. It appears that the matters mentioned by Complainant have either been remedied or have a plan of action and therefore, Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

Chairman John Griess adjourned the meeting at 12:00 P.M. CST