

IN THE MATTER OF THE CLAIM
OF BRADLEY J. FRUH,
CLAIMANT,
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR
OMISSIONS OF
ERNEST LEIGHTNER, JR. t/a
LEIGHTNER CUSTOM CARPENTRY,
RESPONDENT

* BEFORE DANIEL ANDREWS,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
* OAH NO.: DLR-HIC-02-14-05534
* MHIC NO.: 13 (05) 898
*
*
*
*
*

* * * * *

RECOMMENDED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
PROPOSED CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On November 26, 2013, Bradley J. Fruh (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of an actual loss allegedly suffered as a result of a home improvement contract with Ernest Leightner Jr., t/a Leightner Custom Carpentry (Respondent).

I convened a hearing on July 23, 2014, at the Talbot County Free State Public Library, located at 100 W. Dover Street, Easton, Maryland 21601. Md. Code Ann., Bus. Reg. §§ 8-312, 8-407 (2010 and Supp. 2014). The Claimant represented himself. The Respondent represented

himself. Peter Martin, Assistant Attorney General, Department of Labor, Licensing and Regulation (DLLR), MHIC, represented the Fund.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department, and the Rules of Procedure of the Office of Administrative Hearings (OAH) govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009 & Supp. 2014), Code of Maryland Regulations (COMAR) 09.01.03; 09.08.02; and 28.02.01.

ISSUES

Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions? If so, what is the amount of that loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. 1 Statement of how the claim amount was reached
- Cl. Ex. 2 Contract between Claimant and Respondent (Contract), dated September 18, 2012 with attached drawings
- Cl. Ex. 3 Photocopies of checks paid by the Claimant to the Respondent including: Check No. 595, dated September 18, 2012, in the amount of \$4,652.00; Check No. 703, dated November 21, 2012, in the amount of \$4,962.00; and Check No. 704, dated November 21, 2012, in the amount of \$100.00
- Cl. Ex. 4 Estimate, Talbot Builders, LLC, dated May 29, 2013
- Cl. Ex. 5 Leightner Construction Timeline Summary (prepared by the Claimant)
- Cl. Ex. 6 Addendum to Contract between Claimant and Respondent, dated April 13, 2013
- Cl. Ex. 7 Letter from Claimant to Respondent, dated May 8, 2013
- Cl. Ex. 8 Detailed Timeline, September 18, 2012 through May 13, 2013 (prepared by the Claimant)
- Cl. Ex. 9 Photograph of ceiling joist

- Cl. Ex. 10 Photograph of sliding door and door frame
- Cl. Ex. 11 Photograph of sliding door and adjacent window
- Cl. Ex. 12 Photograph of garage cement floor at the garage door entrance
- Cl. Ex. 13 Photograph of siding

I admitted into evidence the following exhibit on behalf of the Respondent:

- Resp. Ex. 1 Footer Diagram for Building Permit

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 OAH Notice of Hearing, dated May 13, 2014 with attached MHIC Hearing Order, dated January 29, 2014
- Fund Ex. 2 MHIC Licensing History for Respondent, dated June 4, 2014
- Fund Ex. 3 MHIC letter to Respondent, dated December 30, 2013 with attached Home Improvement Claim Form filed by Claimant, dated November 20, 2013

Testimony

The Claimant testified on his own behalf.

The Respondent testified on his own behalf.

The Fund did not present any testimony.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under license number 01-97452.
2. On September 18, 2012, the Claimant and Respondent entered into a home improvement contract (Contract) to construct a sunroom onto the Claimant's home. The Contract included the removal of an existing 13 by 17-foot sunroom structure but leaving the existing concrete slab; building a new 13 by 17-foot sunroom with three 5 by 5-foot white vinyl casement windows and two 3 ½ by 5-foot white vinyl casement windows; one 6 by 6-foot, 8-

inch sliding exterior door; and one 3 by 6 foot, 8-inch single hand-lift exterior door. The Contract required the Respondent to install drywall, trim and paint on the interior walls and included four recessed lights, one ceiling fan outlet, eight electrical receptacles, and one GFI receptacle.¹ The Contract required the sunroom exterior to be finished with 4-inch white vinyl siding and trim with two porch lights; the sunroom roof shingles were to match the existing house; and the sunroom was to have white aluminum gutter and down spouts installed.

3. The Contract price for all materials and labor was \$13,956.00. The Contract required a payment schedule including \$4,652.00 upon contract acceptance, \$4,652.00 after the frame is built, and \$4,652.00 upon completion.

4. On September 18, 2012, the Claimant paid the Respondent \$4,652.00 using personal check number 595.

5. Although the Contract did not state a date the work was to begin, the Claimant and Respondent agreed that work would begin a few weeks after the Contract was accepted.

6. On November 16, 2012, the Respondent began work under the Contract by removing the existing sunroom structure.

7. By November 21, 2012, the Respondent built the new sunroom frame and installed sheathing.

8. On November 21, 2012, the Claimant made a second payment to Respondent in the amount of \$4,962.00 by using personal check number 703. On the same date, the Claimant also paid the Respondent an additional \$100.00 using his personal check number 704. The total second draw payment in the amount of \$5,062.00 represents a \$390.00 increase in the original Contract price to accommodate a change in the original window configuration.

¹ GFI is an acronym for Ground Fault Interrupter.

9. Because of the \$390.00 increase in the original Contract price, the total Contract price increased to \$14,346.00.

10. The Respondent required the second draw payment for materials so that he could order windows for the new sunroom.

11. After a break in work for approximately two weeks, during the first week of December 2012, the Respondent installed roofing shingles on the new sunroom; however, he did not install any flashing between the new sunroom roof and the Claimant's home.

12. After installing the roof shingles, the Respondent did not do any work until March 5, 2013.

13. Between December 2012 and March 2013, the Claimant called the Respondent several times to see when the Respondent would return to work. The Respondent either did not answer the Claimant's telephone call or explained that he was out of town and promised to return to work on a specific date but failed to return to work as promised.

14. During one of the Claimant's telephone calls on January 11, 2013, the Respondent explained that the wrong windows were ordered and that he would "rush" order the correct windows with a promise to be back to work by January 17, 2013. The Respondent, however, did not return to work on January 17, 2013.

15. On February 9, 2013, in a voice mail message left by the Claimant, the Claimant informed the Respondent that he considered the Respondent to have abandoned the Contract and would take actions to recover his money.

16. On February 9, 2013, the Respondent returned the Claimant's telephone call and promised to return to work by February 12, 2013 but failed to do as promised.

17. On March 5 and 6, 2013, the Respondent performed approximately 4 ½ hours of work to build the Claimant's new sunroom by installing soffits and fascia, but did not complete the installation work.

18. After March 6, 2013, the Respondent did not return to perform any work on the Claimant's sunroom despite several phone calls by the Claimant to the Respondent attempting to get the Respondent to return to work. In one phone call, the Respondent promised that he would return to work and that the windows would be delivered by March 11, 2013. In a later phone call, the Respondent stated that the windows were to be delivered by March 26, 2013.

19. Sometime around March 26, 2013, the Claimant filed a complaint with the MHIC regarding the Respondent's failure to perform the Contract. The Claimant later requested that his MHIC complaint be suspended in order to get the Respondent back to work on the sunroom construction.

20. On April 2, 2013, the Respondent called the Claimant to explain that he did not have the money to purchase the windows. At this time, the Claimant stated that he would pay for the windows and have them delivered to the worksite. The Claimant paid a window vendor \$2,807.07 for the windows which were delivered to the worksite on April 3, 2013. According to the window vendor, the Respondent originally ordered windows for the project in early March 2013.

21. On April 9, 2013, the Respondent installed the windows but did not install them level and square.

22. On April 13, 2013, the Respondent installed a sliding glass door.

23. On April 13, 2013, the Claimant and Respondent entered into an Addendum to the original Contract for the purpose of addressing the Respondent's lack of consistent work under the Contract and his failure to meet milestones in construction in a timely fashion.

24. The Addendum provided that the Respondent would work at least eight hours a day for a minimum of five days a week through completion of the construction project; any changes in the schedule would require the Respondent to immediately notify the Claimant. The construction schedule called for the Respondent to demolish and install flashing on April 15, 2013; install electric on April 16, 2013; obtain an inspection by April 18, 2013; and install drywall on April 19, 2013. The Addendum further provided that the Respondent would subtract out of the final payment \$2,807.07 which is the amount the Claimant paid for the windows and doors; and on April 22, 2013, the Claimant would inspect the Respondent's work progress and if not sufficient, the Claimant would reopen the MHIC complaint.

25. The terms of the Addendum were accepted by the Respondent when he signed the Addendum on April 13, 2013.

26. On April 15, 2013, a worker for the Respondent performed approximately two hours of work removing old siding and paneling from an interior wall.

27. No work was performed on April 16, 2013 and the electrician did not do any work as required by the Addendum.

28. On April 18, 2013, the Claimant called the Respondent to determine why no work had been done since April 15, 2013. The Respondent promised that he would be working all day from April 19 through April 21, 2013. The Respondent, however, did not do any work as a promised.

29. On April 22, 2013; two workers for the Respondent were on site and began to install siding but a county building inspector was also on site and told the workers to stop working until he met with the Respondent and the Claimant.

30. On April 23, 2013, the Claimant, the Respondent and the building inspector reviewed the work completed so far on the sunroom. The building inspector indicated that before the

sunroom could pass inspection, the Respondent would be required to shore up the concrete slab foundation by installing four cement footers; lag bolt the sunroom roof to the existing house; install ceiling joist hangers to support the rafters; install tyvek tape to seal all windows and the door prior to installing the siding; and remove some recently installed siding to add six inches of flashing along the bottom exterior of the sunroom since this area did not have treated sheathing already installed.

31. Subsequent to the meeting, the Respondent was permitted to restart work on the sunroom.

32. On April 24, 2013, the Respondent had two workers on site to continue the siding work on the sunroom and the Respondent promised the electrician would be working on the electrical rough-in.

33. On April 25, 2013, no work was completed and the electrician did not arrive to do any work.

34. On April 26, 2013, the Respondent's two-person crew was on site installing siding. On this same date, the Respondent promised he would be on site April 27, 2013 to work on the needed repairs to meet the building inspector's requirements.

35. On April 27, 2013, the Respondent did not show up on the work site and did not do any work.

36. Except for dropping off some construction tools, from April 28 through May 3, 2013 the Respondent performed no work under the Contract, Addendum, or as required by the building inspector.

37. On May 3, 2013, the Respondent performed approximately two hours of work by installing a few electrical boxes.

38. From May 3, 2013 through May 8, 2013, the Respondent performed no work under the Contract, Addendum, or as required by the building inspector.

39. On or about May 8, 2013, the Claimant delivered to the Respondent a letter to terminate the Contract because of the Respondent's failure to work consistently under the Contract and his failure to complete the construction project in over seven months since the Contract was accepted. The Claimant also informed the Respondent that he failed to meet any terms of the Addendum and that the Claimant would pursue his complaint with the MHIC.

40. On May 29, 2013, the Claimant obtained an estimate from Talbot Builders, LLC (Talbot Builders) in the amount of \$11,430.45. The Talbot Builders' estimate included work to repair work performed by the Respondent, to perform work required by the building inspector, and to perform work required to complete the original Contract with the Respondent.

41. The Talbot Builders' estimate included \$7,304.00 for labor, \$2,485.45 for materials, \$1,541.00 for electrical work, and \$100.00 for trash removal.

42. The Claimant did not hire Talbot Builders or any other contractor. Instead, the Claimant, his wife, and a friend performed all of the work to repair any work performed by the Respondent, required by the building inspector and to complete the sunroom.

43. The Claimant, however, paid an electrical contractor \$999.57 to complete the electrical rough-in and all final electrical work.

44. The Respondent obtained a refund from the window vendor for windows he originally ordered after the Claimant reordered new windows for the sunroom and paid for those windows separately.

45. The Claimant's actual loss is \$3,806.64.

DISCUSSION

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Md. Code Ann., Bus. Reg. § 8-405(a) (Supp. 2014). *See also* COMAR 09.08.03.03B(2). Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Md. Code Ann., Bus. Reg. § 8-401 (2010). Additionally, a home improvement contractor may not abandon or fail to perform, without justification, a home improvement contract. Md. Code Ann., Bus. Reg. § 8-605(1) (2010). A claimant may not recover an amount in “excess of the amount paid by or on behalf of the claimant to the contractor against whom the claim is filed.” Md. Code Ann., Bus. Reg. § 8-405(e)(5) (Supp. 2014). For the following reasons, I find that the Claimant has proven eligibility for reimbursement from the Fund.

Without dispute, the Respondent entered into a home improvement contract with the Claimant on September 18, 2012. At the time, the Respondent was a licensed home improvement contractor with the MHIC. The Claimant’s documentary evidence and testimony established that after approximately seven months of very sporadic work by the Respondent, the Claimant’s new sunroom construction was still incomplete as of May 8, 2013. The Claimant established that as of May 8, 2013, the work left incomplete by the Claimant included the work required by the building inspector to install cement footers, lag bolt the sunroom roof to the Claimant’s existing home structure, install appropriate flashing around the bottom exterior of the sunroom, seal all windows and doors with tyvek tape, and installing ceiling joist hangers. Additionally, to complete the sunroom construction, electrical rough-in and final electrical work needed to be performed, the interior drywall needed to be installed and painted, interior trim work needed to be installed, exterior lighting needed to be installed, and the gutter and downspouts needed to be installed.

The Respondent did not dispute that the Claimant's project took longer than expected and agreed that there was work still to be completed, but claims that he did not abandon or leave the job incomplete because he was terminated before he could finish the Contract.

The Fund, however, agreed with the Claimant's position that the Respondent effectively abandoned the Contract and left the home improvement contract incomplete. In support of this position, the Fund noted that the Claimant's evidence established that the Respondent repeatedly failed to work consistently, repeatedly broke promises to return to work, and failed to comply and meet the work schedule as required by the Addendum.

Although the Claimant terminated the Contract on or about May 8, 2013, I am persuaded that the Respondent is responsible for the Contract termination through his demonstrated pattern of inconsistent and sporadic work punctuated by significant periods of time with no work being performed, without good cause or justification being articulated to the Claimant or at the hearing before me. The Claimant's evidence established that after receiving the second draw payment, the Respondent failed to return to work, except for brief periods of time during which not much work was performed. Then, after entering into the Addendum on April 13, 2013, the same pattern of sporadic work interspersed with periods of no work without proper explanation or justification continued until the Claimant was forced to terminate the Contract and pursue any remedy available to him. Accordingly, I am in agreement with the Claimant and the Fund, and conclude that the Respondent effectively abandoned and left incomplete the home improvement contract, without justification in violation of section 8-605 of the Business Regulation Article.

The Claimant asserted that some of the work done by the Respondent was unworkmanlike and had to be repaired. In support of this claim, the Claimant admitted into evidence several pictures to demonstrate that the Respondent's work in several areas was unworkmanlike. For instance, through Claimant's exhibit number 10, the Claimant asserts that

the Respondent failed to properly shim the sliding glass door. Through Claimant's exhibit number 11, the Claimant argues that the Respondent improperly installed a window so that it was not level with an adjacent door. Through Claimant's exhibit number 12, the Claimant contends that the Respondent installed a door frame with a noticeable bow in the threshold. Through Claimant's exhibit number 13, the Claimant asserts that the Respondent installed siding with noticeable gaps between the existing house and the new sunroom adjoining the exterior wall. In addition to these photographs, the Claimant also presented Claimant's exhibit number 9, which is a photograph showing that the Respondent failed to install lag bolts and ceiling joist hangers as required by the building inspector.

The Respondent argued that none of the work pictured in the Claimant's photographs demonstrated work that was unworkmanlike. Instead, the Respondent argued that it was work to be completed and he did not get the opportunity to do complete the work.

The Claimant bears the burden of proof to establish by a preponderance of the evidence that the Respondent's work was unworkmanlike. There are instances when a picture can establish unworkmanlike work because the quality of the work performed by a particular home improvement contractor is so clearly substandard in the home improvement industry that it is obvious even to a lay person. In this case, the pictures do not by themselves clearly establish that the Respondent's work was unworkmanlike. Without some other evidence from another licensed home improvement contractor or someone with the appropriate credentials to explain whether the Respondent's work was unworkmanlike, I am unable to find that the Claimant's evidence is persuasive on whether the Respondent's work was unworkmanlike. Without this additional evidence, I cannot disagree with the Respondent's position that the Claimant's photographic evidence only demonstrates work to be completed. For these reasons, I must find

that the Claimant failed to establish that the Respondent performed a home improvement which was unworkmanlike in violation of section 8-401 of the Business Regulation Article.

Nonetheless, having found earlier that the Respondent abandoned or failed to complete a home improvement contract, without justification, the Claimant is eligible to be reimbursed by the Fund for an actual loss sustained. I now turn to the amount of the award, if any. Unless a particular claim requires a unique measurement, the MHIC shall determine a claimant's actual loss using one of the formulas found in COMAR 09.08.03.03B(3) which provides:

(3) Unless it determines that a particular claim requires a unique measurement, the Commission shall measure actual loss as follows:

(a) If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract.

(b) If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor.

(c) If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

In this case, COMAR 09.08.03.03B(3)(a) is not relevant because the Respondent did work under the contract before abandoning or leaving the contract incomplete. COMAR 09.08.03.03B(3)(b) may be applicable because the Respondent did work under the contract and the Claimant did not solicit another contractor to complete the Contract, although the Claimant did obtain an estimate to complete the sunroom from Talbot Builders. Instead, the Claimant finished the Contract through his own efforts. The Claimant argues that the estimate from Talbot

Builders, in the amount of \$11,430.45, to repair work performed by the Respondent and to complete the sunroom, established the value of the work and materials provided by the Respondent. The Claimant contends that subtracting the estimate from the contract amount of \$13,956.00 results in a value of \$2,525.55 and represents the value of the work and materials provided by the Respondent. The Claimant further suggests that subtracting the value of Respondents work and materials from the \$9,714.00 the Claimant paid the Respondent establishes an actual loss of \$7,188.45. The Claimant's calculation of actual loss seems practical but his reliance on the Talbot Builders' estimate is misplaced. I find that any reliance on the Talbot Builders' estimate leads to an inaccurate actual loss value because it only represents the cost to complete the project as determined by Talbot Builders. There is no indication how Talbot Builder calculated its own estimate or if its estimate was based on the same cost of labor or materials that Respondent relied upon. Additionally, even if there were some standard in the industry for average values of work and materials, I would need some testimony to explain this scenario and how it supports the Talbot Builders' estimate and the Claimants position on actual loss. For these reasons, I find that this particular award formula is inapplicable because I have no evidence which establishes the value of the Respondent's work and materials provided.

The remaining award formula under COMAR 09.08.03.03B(3)(c) is also inapplicable because, except for work performed by an electrical contractor costing the Claimant \$999.57, the Claimant did all the work to complete the Contract on his own and did not incur any other additional costs to complete the Contract.

The Fund suggested that the evidence presented by the Claimant established an actual loss as a result of the Respondent's acts or omissions as a home improvement contractor which may justify a unique measurement of actual loss as provided by COMAR 09.08.03.03B(3). In this case, the Claimant originally paid for windows through his second draw payment. Later, the

Respondent claimed that he no longer had the money to pay for the windows. As a result, the Claimant was forced to pay another \$2,807.07 to have the windows ordered and delivered to his home. Additionally, the Claimant paid another electrical contractor \$999.57 to finish the electrical rough-in and final electrical work. Accordingly, the Fund argues that the sum of these two figures equals the Claimant's actual loss and should constitute the amount awarded from the Fund. I agree with the Fund and recommend that the Fund award the Claimant for an actual loss sustained in the amount of \$3,806.64.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss in the amount of \$3,806.64 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401 (2010), 8-405 (Supp. 2014).

RECOMMENDED ORDER

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$3,806.64; and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order plus annual interest of at least ten percent as set by the Maryland Home Improvement Commission. Md. Code Ann., Bus. Reg. § 8-411(a) (2010); and

ORDER that the records and publications of the Maryland Home Improvement Commission reflect this decision.

Signature on File

October 21, 2014
Date Decision Issued

Daniel Andrews _____ *adl*
Administrative Law Judge

DA/da
150609

**IN THE MATTER OF THE CLAIM
OF BRADLEY J. FRUH,
CLAIMANT,
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR
OMISSIONS OF
ERNEST LEIGHTNER, JR. t/a
LEIGHTNER CUSTOM CARPENTRY,
RESPONDENT**

*** BEFORE DANIEL ANDREWS,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
* OAH NO.: DLR-HIC-02-14-05534
* MHIC NO.: 13 (05) 898
*
*
*
*

* * * * *

FILE EXHIBIT LIST

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. 1 Statement of how the claim amount was reached
- Cl. Ex. 2 Contract between Claimant and Respondent (Contract), dated September 18, 2012 with attached drawings
- Cl. Ex. 3 Photocopies of checks paid by the Claimant to the Respondent including: Check No. 595, dated September 18, 2012, in the amount of \$4,652.00; Check No. 703, dated November 21, 2012, in the amount of \$4,962.00; and Check No. 704, dated November 21, 2012, in the amount of \$100.00
- Cl. Ex. 4 Estimate, Talbot Builders, LLC, dated May 29, 2013
- Cl. Ex. 5 Leightner Construction Timeline Summary (prepared by the Claimant)
- Cl. Ex. 6 Addendum to Contract between Claimant and Respondent, dated April 13, 2013
- Cl. Ex. 7 Letter from Claimant to Respondent, dated May 8, 2013
- Cl. Ex. 8 Detailed Timeline, September 18, 2012 through May 13, 2013 (prepared by the Claimant)

- Cl. Ex. 9 Photograph of ceiling joist
- Cl. Ex. 10 Photograph of sliding door and door frame

- Cl. Ex. 11 Photograph of sliding door and adjacent window

- Cl. Ex. 12 Photograph of garage cement floor at the garage door entrance

- Cl. Ex. 13 Photograph of siding

I admitted into evidence the following exhibit on behalf of the Respondent:

- Resp. Ex. 1 Footer Diagram for Building Permit

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 OAH Notice of Hearing, dated May 13, 2014 with attached MHIC Hearing Order, dated January 29, 2014

- Fund Ex. 2 MHIC Licensing History for Respondent, dated June 4, 2014

- Fund Ex. 3 MHIC letter to Respondent, dated December 30, 2013 with attached Home Improvement Claim Form filed by Claimant, dated November 20, 2013

PROPOSED ORDER

WHEREFORE, this 25th day of November 2014, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Andrew Snyder

*Andrew Snyder
Panel B*

MARYLAND HOME IMPROVEMENT COMMISSION