

**IN THE MATTER OF THE CLAIM
OF LYNNE R. LEVIN
AGAINST THE MARYLAND HOME
IMPROVEMENT COMMISSION
GUARANTY FUND
ON ACCOUNT OF ALLEGED
MISCONDUCT OF BRIAN GUMMEL,
STUDENT BIZ. NET, LLC t/a
THE PAINTING COMPANY**

*** MARYLAND HOME
* IMPROVEMENT COMMISSION
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* CASE NO. 595 - 2015
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FINAL ORDER OF DISMISSAL

On March 9, 2015, the Claimant, Lynne R. Levin ("Levin"), filed a claim with the Maryland Home Improvement Guaranty Fund against contractor Brian Gummel, t/a Student Biz. Net, LLC, t/a The Painting Company ("The Painting Company"). The claim arose as a result of a home improvement contract entered into on or about July 15, 2014 between Levin and The Painting Company.

On May 8, 2015, Panel B of the Commission dismissed the claim as legally insufficient. The Commission Panel found that the claim was legally insufficient, because Levin had failed to provide proof of loss. Pursuant to regulation, Levin was granted an opportunity to provide a written response to the dismissal of the claim. On May 18, 2015 the Commission received a response via e-mail from Levin.

The Commission finds that Levin did not provide competent, credible evidence to support an allegation of unworkmanlike or inadequate work by The Painting Company. Levin did not provide any evaluation of The Painting Company's work by a qualified professional, such as a licensed home improvement contractor, or a licensed home inspector. The only documentation submitted by Levin was an undated estimate/proposal for painting work from "Ayarza Painting Co." of Hyattsville, Maryland.

The Commission finds that the evidence submitted by Levin in support of the claim, the estimate/proposal from Ayarza Painting Co. does not constitute credible, competent evidence against The Painting Company, for the following reasons. The records of the Commission reflect that Ayarza Painting Co. is not currently, and has never been, licensed by the Commission to perform home improvement contracting work, including residential painting work, in the State of Maryland. In addition, the estimate/proposal from Ayarza Painting Co. merely contains a very brief description of the proposed painting work to be performed by Ayarza Painting Co. The document does not identify, or explain, any alleged defects in the work of the original contractor, The Painting Company.

Therefore, on this 29th day of December, 2015, Panel B of the Maryland Home Improvement Commission hereby ORDERS that the Claimant's claim against the Home Improvement Guaranty Fund is DISMISSED as legally insufficient pursuant to Business Regulation Article §8-407(c)(2)(ii) of the Annotated Code of Maryland.

This Order shall become effective thirty (30) days from this date, to allow time for any party to file an appeal of this Order to the Circuit Court.

Jossep Tunney

Chair