

<p>IN THE MATTER OF THE CLAIM</p> <p>OF DANIEL COHEN,</p> <p>CLAIMANT,</p> <p>AGAINST THE MARYLAND HOME</p> <p>IMPROVEMENT GUARANTY FUND</p> <p>FOR THE ALLEGED ACTS OR</p> <p>OMISSIONS OF</p> <p>OMAR TORTOLERO,</p> <p>T/A TORTOLERO CONSTRUCTION,</p> <p>INC.</p> <p>RESPONDENT</p>	<p>* BEFORE JENNIFER M. CARTER JONES,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>* OAH NO.: DLR-HIC-02-13-11420</p> <p>* MHIC NO.: 13 (90) 184</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>
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RECOMMENDED DECISION

STATEMENT OF THE CASE
ISSUE
SUMMARY OF THE EVIDENCE
STIPULATED FACTS
FINDINGS OF FACT
DISCUSSION
CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On or about October 12, 2012, Daniel Cohen (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$6,440.00 for actual losses allegedly suffered as a result of a home improvement contract with Omar Tortolero, T/A Tortolero Construction, Inc. (Respondent).

I held a hearing on August 5, 2013 at the Wheaton South, 11002 Viers Mill Road, Suite 408, Wheaton, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312, 8-407 (2010 & Supp. 2013).

Niknaz McCormally, Assistant Attorney General, Department of Labor, Licensing and

Regulation (DLLR), represented the Fund. The Claimant represented himself. Gunther Sanabria, Esq. represented the Respondent, who was present.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009 & Supp. 2013), Code of Maryland Regulations (COMAR) 09.01.03.01; 09.08.02.01; and 28.02.01.

ISSUE

Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on the Claimant's behalf:

- Cl. Ex. 1 – DLLR HIC Complaint, dated August 9, 2012
- Cl. Ex. 2 – Letter Agreement, dated May 24, 2011
- Cl. Ex. 3 – Electrical Permit, issued by the Montgomery County Department of Permitting Services, dated August 1, 2011
- CL. Ex. 4 – Copies of the following checks from the Claimant to the Respondent:
 - Check # 1006, \$17,200.00, May 24, 2011
 - Check # 1008, \$14,609.00, July 24, 2011
 - Check # 1010, \$9,841.00, October 29, 2011
 - Check # 1012, \$2,950.00, January 28, 2012
- CL Ex. 5 – Emails between the Respondent and the Claimant for dates including April 2-13, 2012
- CL Ex. 6 – HardieBacker Cement Board – Exterior Use 10-Year Limited Warranty, effective January 2012
- CL Ex. 7 – Exterior photographs of the Claimant's sunroom, taken March 28, 2013
- CL Ex. 8 – Close-up photographs of the Claimant's roof, crevices, and a HardieBacker EX Grid Cement Board sticker, taken in April 2012.

CL Ex. 9 – Home Builder’s Guide to Coastal Construction, Technical Fact Sheet No. 23: Roof-to-Wall and Deck-to-Wall Flashing, undated

CL Ex. 10 – Contract for Improvement, Restoration and/or Addition between the Claimant and the Van Zant Group, dated June 25, 2012, with attached Building Permit from the Montgomery County Department of Permitting Services, dated May 3, 2012

CL Ex. 11 – Copies of the following checks written by the Claimant to the Van Zant Group

- Check number 1014, May 3, 2012, \$500.00
- Check number 1020, June 25, 2012, \$6,225.00

I admitted the following exhibits on the Respondent’s behalf:

Resp. Ex. 1 – Emails between the Claimant and the Respondent, for dates including August 24, 2011 - January 23, 2012

Resp. Ex. 2 – Application for Residential Building Permit, dated May 2, 2013

Resp. Ex. 3 – Email between the Respondent and the Claimant’s wife, Pam Diener, dated January 20, 2012

Resp. Ex. 4 – Permit History for the Claimant’s property

Resp. Ex. 5 – Drawing/design of the Claimant’s house addition

Resp. Ex. 6 – Photographs of the Claimant’s house with the completed enclosed porch, taken in or around November 2011

I admitted the following exhibits on the Fund’s behalf:

GF Ex. 1 – OAH Notice of Hearing (Corrected Copy), dated May 28, 2013

GF Ex. 2 – OAH Notice of Hearing, dated April 17, 2013

GF Ex. 3 – DLLR MHIC Transmittal form; Hearing Order, dated March 11, 2012; and Home Improvement Claim Form, dated May 25, 2011

GF Ex. 4 – Letter from the DLLR MHIC to the Respondent, dated August 15, 2012

GF Ex. 5 – Licensing History for the Respondent

GF Ex. 6 – Licensing information for David Van Zant, T/A Van Zant Group

Testimony

The Claimant and the Respondent each testified in his own behalf.

No other testimony was presented.

STIPULATED FACTS

The Parties stipulated to the following facts:

1. The HardieBacker Cement Board the Claimant presented at the August 5, 2013 hearing was the board used by the Respondent on the exterior of the Claimant's sun porch.
2. A Montgomery County construction inspector performed a final inspection of the sun porch and determined that the Respondent's work was sufficient to pass County inspection.

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 MHIC license number #4427720.
2. On or about May 24, 2011, the Claimant and the Respondent entered into a contract (Contract) to install an enclosed sun porch on the back of the Claimant's residence (Property).
3. The Respondent agreed to complete the following under the Contract:
 - o Obtain the building and electrical permits for this work
 - o All the basic construction materials to perform the work inside and outside of the addition which will be according to the building materials of the house.
 - o Also will be included: Flooring, Four Windows (by Andersen), and one Sliding Patio Door (by Andersen).
 - o Framing
 - o Roof
 - o Electrical Work
 - o Painting

4. The Respondent told the Claimant that he would use siding for the enclosed porch that was the same texture as the Claimant's home.
5. Under the Contract, the Respondent represented that he would complete the work on the enclosed porch within forty-five days from the date of the Contract.
6. The Respondent charged the Claimant \$43,000.00 to complete the installation of the Claimant's enclosed porch.
7. On May 24, 2011, the Claimant paid the Respondent \$17,200.00 via check number 1006.
8. On July 24, 2011, the Claimant paid the Respondent \$14,609.00 via check number 1008.
9. On October 29, 2011, the Claimant paid the Respondent \$9,841.00 via check number 1010
10. On January 28, 2012, the Claimant paid the Respondent \$2,950.00 via check number 1012.
11. The Claimant paid the Respondent a total of \$44,600.00.
12. The Respondent did not install proper sealing between the Claimant's house and the roof of the enclosed porch.
13. As the Respondent installed the enclosed porch, water consistently leaked into the porch through the roof.
14. The Respondent's cousin attempted to fix the leak several times but he was unsuccessful. Among the efforts the Respondent took to resolve the leak was to remove rotten wood behind a portion of the siding of the Claimant's house that abutted the enclosed porch.
15. After the Respondent removed or repaired a portion of the rotten wood, the enclosed porch roof continued to leak.
16. Of the \$44,600.00 the Claimant paid to the Respondent, \$1,600.00 was to remove or repair the rotten wood.

17. The Respondent used HardieBacker Cement Board for the exterior walls of the enclosed porch.
18. HardieBacker Cement Board is not appropriate for exterior use in Maryland.
19. HardieBacker Cement Board is typically used for interior floor or countertop installation.
20. JamesHardie, the company which manufactures HardieBacker construction boards, does not offer a warranty for the HardieBacker Cement Board if it is used for exterior construction in Maryland.
21. The siding the Respondent used on the enclosed porch was a different texture than the rest of the Claimant's home. The siding on the Claimant's home was smooth. The siding the Respondent used for the enclosed porch was ridged and rough.
22. As of fall 2011, the seams and corners of the interior wood planks of the enclosed porch separated and cracked due to water damage.
23. On or about March 30, 2012, a representative/employee from JSL Construction Co. performed an inspection of the enclosed sun porch.
24. On April 10, 2012, the Claimant sent an email to the Respondent advising him that the use of the HardieBacker Cement Board was inappropriate; that he had installed insufficient flashing between the roof of the porch and the house and no flashing between the porch roof and the kitchen eating area; and that there was water damage and a potential mold problem in the enclosed porch ceiling due to water leakage. The Claimant asked the Respondent what he intended to do to remedy the problems with the enclosed porch.
25. On April 13, 2012, the Respondent responded to the Claimant's April 10, 2012 email and advised the Claimant that a Montgomery County inspector approved his work and that he

could not understand why the Claimant continued to complain about the quality of his work.

26. After April 13, 2012, the Respondent did not perform any other work on the Claimant's enclosed sun porch.
27. On or about May 3, 2012, the Claimant contracted with Van Zant Group, MHIC number 66065, to complete the following work:

Inside – To remove the one wall of vinyl siding, to save, corner to corner as well as all the vinyl accessories . . . leaving the door trim and the wood band board in place. To inspect the wall for any water damage, resecure loose or un-nailed sheathing, reinstall any missing house wrap and then install new T&G wood horizontal wood siding, 1x 6 with bevel side out (to match the existing siding). To line up as best as possible the seams of the existing with the new, to trim out the inside corners, “again” to match with the existing trims the contractor used in the other corners. To reinstall the lights centered with the trims. Work includes the trash removal of all const. debris and with the general clean of the entire room.

Outside demolition – To remove all of the siding and trim of the three walls of the first floor shed addition down to the existing sheathing with house wrap (leaving the house wrap if possible). We are also removing the vinyl siding on the left and right side of the upper addition as well as the necessary trims on the bump out addition for the proper installation of the roof flashing in all of these areas.

New Work – Roof additions Flashing – There are three areas on the roof flashing to be repaired, that was not correct in its initial install, per industry standards.
#1 – Where the vinyl siding meets the roof, the vinyl siding was just tarred over. We are to remove the vinyl siding and necessary roof shingles, then properly install the new roof flashing with metal and the proper flashing tape and sealants, then reinstall new shingles and the vinyl siding, reusing the vinyl siding removed from inside the addition and any siding usable on the outside as well.
#2 – Where the roof meets the bump out addition with the Hardie panel siding, here we are to remove the trim and Hardie panels as necessary to expose the wall sheathing and again install metal flashing, flashing tape and sealants. To then install the new panels and trims to match the additions back into place.
#3 – On the right side there is a roof jump (offsets) where the new addition was built just underneath the existing roof cornice. Here we are to remove the cornice and provide a metal flashing trim at this juncture and re-trim or wrap cornice back into place.

Siding and Flashing Install – is the reinstallation of the proper use and installation of the Hardie panel siding and trims for the three sides of the first floor addition. The reconfiguration of the walls with the trims are to match the existing design scheme using the new 4 x 8 panels vs. the 3 x 5 panels that were used (see prints).

We are assuming the walls are good and straight with plywood sheathing and with the house wrap intact after the siding is removed. If not, there may be an additional costs getting to this stage. The existing fascias and soffits are left as is and not being replaced unless minor adjustments need to be made. We are to use the proper Hardie panel sidings and the primed Windsor bd. trims that will match the trims installed don the building now. To properly install all flashings, prime all panel edges and caulk using the Quad OSI caulking designed for this use in all areas per industry standard. – to reset owner ext. lights and plug covers, etc.

We are to paint the exterior siding and trims for all of the new work replaced on the 3 sides of the shed addition and the repair work on the flashing areas above on the 2nd floor. – Inside repainting, will be for the walls replaced with wood and trims.

Painting will be with paint to match as close as possible and doesn't include painting trim or cornice that was remaining.

All construction debris is being removed and hauled away via trash truck, with co. permits required for this work.

28. The Claimant paid the Van Zant Group \$6,440.00 to complete the work as outlined in the May 13, 2012 contract.
29. The Claimant suffered an actual loss of \$6,440.00.

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. 2013). *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). According to section 8-405(d) of the Business Regulation Article, “[t]he Commission may deny a claim if the Commission finds that the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim.” For the following reasons, I find that the Claimant has proven eligibility for compensation.

A review of the Respondent's licensure information (GF Ex. 5) makes it clear that the Respondent was a licensed home improvement contractor at the time he entered into the contract with the Claimant.

Claimant's Position

The Claimant asserts that the Respondent failed to install the enclosed sun porch in a workmanlike manner for three general reasons. First, the Respondent failed to use appropriate exterior siding material. Particularly, the Claimant submitted evidence showing that rather than using exterior HardieBacker Cement Board, appropriate for the Maryland area, the Respondent used interior-grade HardieBacker Cement Board, which is typically used for attaching tiles or countertops in an interior setting. In support of his claim that the HardieBacker Cement Board the Respondent used was inappropriate for exterior siding, the Claimant submitted a Warranty page from JamesHardie, the company that manufactures HardieBacker Cement Board, which clearly states that it will not provide a warranty for the effectiveness of the board when it is used outside of the states clearly delineated in the warranty. Maryland is not one of the states covered under the warranty. The Claimant also submitted a photograph of the sticker affixed to the HardieBacker Cement Board the Respondent installed as exterior siding on the sun porch, which states that it is used for interior floors and countertops.

Second, the Respondent represented that he would use the same texture of siding as the rest of the Claimant's house for consistency, but that the HardieBacker siding the Respondent used to create the sun porch, which was rough, was a completely different texture than the siding on the house, which was smooth. Despite the Claimant's repeated complaints regarding the Respondent's use of the HardieBacker Cement Board, the Respondent would not replace it with an appropriate material.

Third, the Claimant argued that the Respondent failed to install adequate flashing on the sun porch in three areas - where the sun porch roof meets the roof of the house in two places, and near the bump-out of the existing house. He testified that rather than installing metal flashing, which the Claimant asserts is proper, the Respondent simply used tar to coat areas where the roof of the Claimant's home joined with the roof of the sun porch. Because the Respondent failed to use proper flashing, the Claimant asserts that the roof of the sun porch leaked significantly, causing water damage to the interior of the sun porch. This water damage included cracks in the seams and corners of the interior wood planks and it raised the concern that water had infiltrated the sun room insulation and posed a threat of mold. In support of his argument, the Claimant submitted photographs of the cracked and damaged doorways and interior sun room planks. The Claimant also submitted a document, entitled "Roof-to-Wall and Deck-to-Wall Flashing" produced by the Federal Emergency Management Agency (FEMA), which advises that it is improper to rely on sealant as flashing and provides a detailed explanation of the steps necessary to install proper and effective flashing.

Respondent's position

The Respondent disputes the Claimant's position that the flashing he installed was insufficient. To that end, the Respondent testified that although the photographs submitted by the Claimant show tarred areas where the roof of the sun porch meets the existing house, he (or his employee) installed proper metal flashing beneath the tar. Furthermore, the Respondent argues that the leaking did not result from the installation of improper flashing, but rather that it resulted from rotting wood behind the siding of the house that abutted the sun porch structure, which allowed water to seep into the sun porch area. The Respondent submitted a photograph of the rotted wood he discovered in an area of the house near the sun porch as well as photographs of cracks and openings in the base of the house near the sun porch. According to the Respondent,

he advised the Claimant that there might be more rotted wood in the house near the sun porch and offered to look inside the walls of the house but the Claimant declined that offer.

Regarding his use of the HardieBacker Cement Board, the Respondent initially said that he was told by a representative of the JamesHardie corporation that the HardieBacker Cement Board he used as external siding for the Claimant's sun porch was appropriate. Ultimately, however, after acknowledging that the label for the HardieBacker Cement Board he used clearly states that the board is appropriate for counter tops and floors and after conceding that the HardieBacker warranty does not cover external use in Maryland, the Respondent admitted that if he had realized that the board was more appropriate for interior use, he would have used a different material. Furthermore, the Respondent did not dispute the fact that the texture of the HardieBacker Cement Board did not match the texture of the material used for the house siding.

Ultimately, the Respondent argued, the Montgomery County construction inspector gave his construction of the sun porch final approval. This approval, argued the Respondent, is proof that the work he completed was appropriate and could not be described as unworkmanlike.

Analysis

For the reasons that follow, I find that the Claimant has met his burden of proving that the Respondent completed aspects of his enclosed sun porch in an unworkmanlike manner.

First, there is no dispute that the Claimant's sun porch roof began leaking in or about Fall 2011 shortly after the Respondent installed that roof. There is also no dispute that the Claimant made numerous calls to the Respondent to address the leak and that David, the Respondent's cousin, made several attempts to find and fix the leak. On one occasion, David discovered rotting wood behind a wall of the existing house abutting the sun room and surmised that this rotting wood was the source of the leak. I find credible the Respondent's testimony that David patched that area and the Respondent advised the Claimant that there might be other areas of rotted wood

on the existing house that might be allowing water to seep into the house and sun porch. After the leak persisted, however, the Claimant contacted an inspector who determined that the tar flashing the Respondent used to join the roof of the sun porch to the existing house was allowing water to seep through the roof of the sun porch and that, in at least one area where the roof of the sun porch extended under the roof of the existing house, there was no flashing at all to prevent the ingress of water.

The Claimant hired a contractor to, in part; install proper flashing to prevent leakage, which, according to the Claimant's un rebutted testimony, solved the problem. Neither the inspector nor the contractor who repaired the flashing was present to testify, and thus, they could not offer an expert opinion as to the sufficiency of the flashing. Nevertheless, the photos the Claimant submitted display tar that appears to have been applied in a haphazard and unworkmanlike fashion. In at least one of the Claimant's photographs, the tar installed by the Claimant had been pulled away from the wall of the house, and it was very clear that no metal flashing or other waterproofing had been installed underneath of that tar.

Furthermore, the evidence is clear that despite the Respondent's numerous attempts to remedy the sun porch leak, including his repair of the rotted wood behind the wall of the Claimant's house near the sun porch, the leak persisted. It was only when the Van Zant Group replaced the flashing installed by the Respondent that water stopped leaking into the sun porch. I find that taking all of the evidence into consideration, the preponderance of that evidence supports the conclusion that the leak resulted from the Respondent's application of improper flashing.

Regarding the HardieBacker cement board, as I have stated, the Respondent ultimately acknowledged that it may have been improper to use the type of HardieBacker Cement Board he installed on the exterior of the Claimant's sun porch. Indeed, I find that the preponderance of the

evidence clearly supports the conclusion that the Respondent's use of interior HardieBacker Cement Board typically used for flooring and countertops was unworkmanlike. Particularly, the fact that the HardieBacker Cement Board the Respondent used clearly states that it is for countertops and flooring, coupled with the fact that the manufacturer of that HardieBacker Cement Board refused to guarantee the product in the State of Maryland when used on the exterior of home construction, is more than sufficient to meet the Claimant's burden to prove that the Respondent's use of that HardieBacker Cement Board, whether inadvertently or negligently, was inappropriate and unworkmanlike.

Finally, I find that the water damage to the interior of the sun porch resulting from the poor installation of flashing between the house and the sun porch was a direct result of the Respondent's actions. Accordingly, the Claimant has proven that he is eligible for compensation from the Fund. In so finding, I note that the Respondent returned to fix the sun porch leak numerous times, to no avail. Furthermore, the Respondent made it clear in email correspondence with the Claimant between January and March 2012, that he believed his installation of the HardieBacker Cement Board was appropriate and he did not intend to replace it with any other material. Accordingly, I find that the Claimant reasonably chose to pursue a remedy of his problems with a different contractor and he did not reject any good faith attempt by the Respondent to repair his unworkmanlike construction of the sun porch.

I also give little weight to the fact that the Montgomery County inspector finally approved the Respondent's construction of the sun room. The Respondent did not offer the standards county inspectors use to approve or disapprove home construction projects. Therefore, the fact that he determined that the Respondent's work was sufficient, does not surmount the Claimant's evidence that the Respondent's work was, in part, insufficient.

Having found eligibility for compensation, I now turn to the amount of the award. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney's fees, court costs, or interest. COMAR 09.08.03.03B(1).

The Claimant submitted evidence that he hired the Van Zant Group to repair the flashing, address the water damage to the doorways and wood planks in the sun porch, and to replace the HardieBacker siding with exterior siding consistent with that used on the existing house. My review of the contract with the Van Zant Group reveals that the scope of work directly addressed the problems with the sun porch resulting from the Claimant's inferior work and nothing more.¹ Indeed, regarding the siding, according to the Claimant's contract with the Van Zant Group and according to the Claimant's testimony, the Van Zant Group mitigated the Claimant's loss by removing and reusing the existing siding on the interior of the sun room porch on the exterior walls of the sun room. Accordingly, I find that it is appropriate to use the Van Zant Group contract price when calculating the actual loss experienced by the Claimant.

MHIC's regulations offer three formulas for measurement of a claimant's actual loss. COMAR 09.08.03.03B(3). One of those formulas, as follows, offers an appropriate measurement in this case:

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.

COMAR 09.08.03.03B(3)(c).

¹ The Respondent did not argue that the amount the Van Zant Group charged for the repairs to the sun porch was excessive.

The Claimant paid the Respondent \$6,440.00 to make the repairs to the Respondent's unworkmanlike home improvements.² Therefore, the appropriate measure of compensation from the Fund is as follows:

Amount paid to Respondent:	\$44,600.00
Amount to complete the work:	+\$6,440.00
<u>Subtotal:</u>	<u>\$51,000.00</u>
Original contract price:	-\$44,600.00
Actual loss	\$6,440.00

The Claimant experienced an actual loss in the amount of \$6,440.00 and accordingly, the Claimant is entitled to reimbursement in that amount from the Fund.

CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual/compensable loss of \$6,440.00 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401 & 8,405 (2010 & Supp. 2013).

RECOMMENDED ORDER

I **PROPOSE** that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$6,440.00; 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

² The Claimant paid the Van Zant Group an additional \$325.00 related to a light fixture for which he is not seeking reimbursement.

ORDER that the records and publications of the Maryland Home Improvement

Commission reflect this decision.

Signature on File

JBW

November 1, 2013
Date Decision Issued

Jennifer M. Carter Jones
Administrative Law Judge

JCJ/emh
#145927

**IN THE MATTER OF THE CLAIM
OF DANIEL COHEN,
CLAIMANT,
AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ALLEGED ACTS OR
OMISSIONS OF
OMAR TORTOLERO,
T/A TORTOLERO CONSTRUCTION,
INC.**

*** BEFORE JENNIFER M. CARTER JONES,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
* OAH NO.: DLR-HIC-02-13-11420
* MHIC NO.: 13 (90) 184
*
*

RESPONDENT

*** * * * ***

FILE EXHIBIT LIST

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