

**IN THE MATTER OF THE CLAIM
OF PORTIA COBB**

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**MARYLAND HOME IMPROVEMENT
COMMISSION**

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**AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ACTS OR OMISSIONS
OF ALVIN MURPHY t/a
MURPHY CONTRACTORS SERVICES**

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**MHIC CASE NO. 17(90)883
OAH CASE NO. DLR-HIC-02-17-32275**

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FINAL ORDER

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on March 20, 2018. Following the evidentiary hearing, the ALJ issued a Proposed Decision on June 4, 2018, concluding that the homeowner Portia Cobb (“Claimant”) is not eligible for compensation from the Fund because she failed to prove that she sustained an actual and compensable loss as a result of the acts or omissions of Alvin Murphy t/a Murphy Contractors Services (“Contractor”) to resolve the claim. *ALJ Proposed Decision* p. 12. In a Proposed Order dated June 28, 2018, the Maryland Home Improvement Commission (“MHIC”) affirmed the Proposed Decision of the ALJ to deny an award from the MHIC Guaranty Fund. The Claimant subsequently filed exceptions of the MHIC Proposed Order.

On August 6, 2018, a hearing on the exceptions filed in the above-captioned matter was held before a three- member panel (“Panel”) of the MHIC. The Claimant and the Contractor were both present without counsel. Hope Sachs, Assistant Attorney General, appeared at the exceptions hearing to present evidence on behalf of the MHIC. AAG Sachs submitted two preliminary exhibits into evidence at the exceptions hearing. The first exhibit contained the ALJ Proposed Decision, the Commission’s proposed order, and the June 28, 2018 cover letter sent to the parties explaining the appeal rights regarding the Proposed Order. The second exhibits consisted of the notice for the exceptions hearing and a copy of the Claimant’s written exceptions. Neither the

Claimant nor the Contractor produced a copy of the transcript of the hearing before the ALJ, and therefore the Panel's review was limited to the ALJ's recommended decision and the exhibits introduced into evidence at the OAH hearing. COMAR 09.01.03.09(G) - (I).

In order to recover from the Guaranty Fund, the Claimant had to prove at the OAH hearing that he suffered an "actual loss that results from the act or omission by a licensed contractor." Maryland Annotated Code, Business Regulation Article ("BR"), § 8-405(a). The term "actual loss" is defined in the statute as "the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." BR § 8-401. The ALJ in this case found that for much of the work cited in the claim, the Claimant did not meet her burden of establishing that such work was unworkmanlike or inadequate. *ALJ Proposed Decision* p. 10-11. The ALJ found instead that most of the problems with the flooring was not due to the installation, but rather the "the Claimant's desire to avoid the added expense of correcting the existing floor before installing a new floor," despite being told by the Contractor prior to the start of work what needed to be done. *ALJ Proposed Decision* p. 10-11.

As for the work the ALJ did find to be unworkmanlike, the ALJ held that the Claimant failed to prove the amount of her actual loss. *ALJ Proposed Decision* p. 12. The ALJ found that the estimate for repair work offered by the Claimant in support of her claim was for a scope of work much broader than what she originally contracted for with the Contractor, and did not separate out those costs for which the Claimant may have been eligible. *ALJ Proposed Decision* p. 12. In order to recover from the Guaranty Fund the claimant has the burden to prove not only that the work of the contractor was unworkmanlike, inadequate or incomplete, but also the costs of restoration, repair or completion of this work. The ALJ in this case found based on the evidence in the record that the Claimant had failed to meet her burden of proof in this case.

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The ALJ's decision is thorough, supported by the evidence in the record and correct as a matter of law. The Panel does not find that the ALJ erred in his decision and will not overturn it on exceptions. Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Proposed Decision, it is this 7th day of December 2018 ORDERED:

- A. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED**;
- B. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED**; AND
- C. That the Proposed Decision and Order of the Administrative Law Judge is **AFFIRMED**;
- D. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

Joseph Tunney
Chairperson –Panel
Maryland Home Improvement
Commission

<p>IN THE MATTER OF THE CLAIM</p> <p>OF PORTIA COBB,</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 ALVIN MURPHY, Jr.,</p> <p>T/A MURPHY CONTRACTORS</p> <p>SERVICES,</p> <p>RESPONDENT</p>	<p>* BEFORE JAMES T. MURRAY,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>*</p> <p>*</p> <p>*</p> <p>* OAH No.: DLR-HIC-02-17-32275</p> <p>* MHIC No.: 17 (90) 883</p> <p>*</p>
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PROPOSED DECISION

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

STATEMENT OF THE CASE

On May 2, 2017, Portia Cobb (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$19,771.07 in actual losses allegedly suffered as a result of a home improvement contract with Alvin Murphy, Jr., trading as Murphy Contractors Services (Respondent).

I held a hearing on March 20, 2018, at the La Plata Public Library, La Plata, Maryland. Md. Code Ann., Bus. Reg. § 8-407(e) (2015). The Claimant represented herself. Shara Hendler, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department),

represented the Fund. The Respondent appeared and represented himself. The record closed on March 26, 2018.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, 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 (2014 & Supp. 2017); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 28.02.01.

ISSUES

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

SUMMARY OF THE EVIDENCE

Exhibits

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

- Clmt. Ex. 1 - Contract between the Respondent and the Claimant, August 6, 2016
- Clmt. Ex. 2 - Cobb v. Murphy (List of purchases made by Claimant), undated
- Clmt. Ex. 3 - Four photographs (202820, 851, 900 and 939), October 24, 2016
- Clmt. Ex. 4 - Four photographs (202952, 203004, 029 and 035), October 24, 2016
- Clmt. Ex. 5 - Four photographs (203053, 105, 118 and 130), October 24, 2016
- Clmt. Ex. 6 - Four photographs (203147, 243, 251 and 259), October 24, 2016
- Clmt. Ex. 7 - Two photographs (203318 and 333), October 24, 2016
- Clmt. Ex. 8 - Text messages between the Claimant and the Respondent, July 7, 2016 – November 17, 2016
- Clmt. Ex. 9 - Four photographs, undated
- Clmt. Ex. 10 - Four photographs, undated
- Clmt. Ex. 11 - Four photographs, undated
- Clmt. Ex. 12 - One photograph, undated
- Clmt. Ex. 13 - Email from the Claimant to the Respondent, May 16, 2017
- Clmt. Ex. 14 - Three photographs, undated
- Clmt. Ex. 15 - DVD, undated¹

¹ The Claimant showed this video on a computer during the hearing. The record was left open for her to provide copies for the parties and a copy for the record. The Claimant provided copies to the parties and a copy for the record on March 26, 2018, at which time the record was closed.

- Clmt. Ex. 16 - Various The Home Depot receipts, between August 8 and November 13, 2016; credit card statements for July 27, 2016 – August 26, 2016; and bank statements between August 1 – August 31, 2016 (annotated)
- Clmt. Ex. 17 - Claimant's written complaint, January 25, 2017
- Clmt. Ex. 18 - Estimate from S.D. Lohr, Inc., Carpentry & Remodeling, February 27, 2018
- Clmt. Ex. 19 - Notice of Dismissal from the District Court of Maryland for Charles County in Case No. 0402-0004444-2016 No.001(Cobb v. Murphy), March 20, 2018²

I admitted the following exhibit on the Respondent's behalf:

- Resp. Ex. 1 - Eleven photographs, undated³

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 - Hearing Order, October 2, 2017, with attachments
- Fund Ex. 2 - Hearing Notice, January 22, 2018
- Fund Ex. 3 - Home Improvement Claim Form, received May 2, 2017
- Fund Ex. 4 - Respondent's licensing history, February 9, 2018

Testimony

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

The Fund did not present any testimony.

PROPOSED 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 01-94135.
2. In 2016, the Claimant bought a house in which all of the floors were covered with carpeting. Due to her allergies, the Claimant wanted the carpet removed.
3. On August 6, 2016, shortly after she moved in to her house, the Claimant and the Respondent entered into a contract (Contract) for the Respondent to install laminate floors in the living room, dining room, kitchen, hallway, three bedrooms, and stairs leading to the basement in

² The record was left open for the Claimant to provide this document to the other parties. The Claimant provided copies to the parties and a copy for the record on March 26, 2018.

³ The Respondent showed these photographs on a tablet during the hearing. The record was left open for him to provide copies for the parties and a copy for the record. The Respondent provided copies to the parties and a copy for the record on March 23, 2018.

the home that she had just bought. The Contract was for labor only; the Claimant was to purchase all materials.

4. The original agreed-upon Contract price was \$6,500.00.

5. The Claimant discussed other work with the Respondent, such as renovating a bathroom and removing a kitchen wall, but the Claimant did not contract for that work because it was too expensive.

6. On August 8, 2016, the Claimant paid the Respondent \$3,500.00 under the Contract.

7. On August 9, 2016, the Claimant paid the Respondent another \$1,000.00 under the Contract.

8. On August 12, 2016, the Claimant paid the Respondent \$1,500.00 under the Contract.

9. On or about August 22, 2016, the Claimant and the Respondent entered into an oral contract for the Respondent to install a ceramic tile floor in her bathroom for \$270.00. On August 22, 2016, the Claimant paid the Respondent \$270.00.

10. The Claimant paid the Respondent a total of \$6,270.00 for work performed under the Contract and for the bathroom tile.

11. During the course of installing the floor, the Respondent removed a kitchen wall that the Claimant said she planned on having removed later when she could afford it. The Respondent removed the wall because it made his work easier and, if it was not removed before the new floor was installed, the floor would have to be redone, at least in part, after the wall was removed.

12. The Respondent completed the work on the floor, but the Claimant was not satisfied with the work, so she asked him to return to correct problems such as poor cuts around the stair newel posts and walls, movement in the floor, missing thresholds, and to remove a vent from the middle of the kitchen floor. She also did not like the look of the bullnose on the front of the stairs, which she had special ordered.

13. The Respondent did no work in the Claimant's home in September 2016, but returned and did some work in October 2016.

14. In November 2016, the Respondent returned to the Claimant's home for the last time. At that time, the Respondent removed the laminate floor he had installed, applied subflooring and shims to the floor and reinstalled the laminate floor. Because the floor was a floating floor that clicked together, it did not require nailing or glue and the Respondent was able to reuse most of it.

15. In the process of installing the sub-floor, the Respondent drove a nail through a water line. The water from the water line leaked into the Claimant's garage damaging a 2-foot by 8-foot section of drywall and part of the ceiling.

16. During the course of his work under the Contract, the Respondent put all of the construction debris in the Appellant's garage. The Respondent provided the Claimant with the name of a person who would remove the construction debris for \$100.00 and the Claimant paid a person \$100.00 to remove some of the construction debris.

17. On January 25, 2017, the Claimant filed a complaint and the Claim against the Respondent with the MHIC.

18. In February of 2017, the Claimant filed suit in the District Court of Maryland for Charles County against the Respondent for his alleged failure to properly perform the Contract.

19. On February 2018, the Claimant obtained an estimate from S.D. Lohr, Inc., a licensed home improvement contractor, to perform the following work on her home:

- Remove flooring in kitchen, dining room hallway, and three bedrooms; install ½" plywood on bedroom floors, new treads and risers on stairs with quarter round; install new Shaw Saddle tongue and groove flooring. Priced at \$14,900.00

- Pull the commode and pedestal sink in the hall bath; remove tile; install new ½" cement board; install 12" tile. Priced at \$1,140.00

- Paint baseboard and walls in work area. Priced at \$3,439.00
 - Remove approximately 2' by 25' of ceiling and inside of garage wall; remove damaged insulation; treat area with mold spray; install insulation in exterior wall and attic; install new drywall, primer and paint. Priced at \$3,218.75
 - Remove waste.
20. On March 20, 2018, the Claimant dismissed her lawsuit against the Respondent.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1) (2015); Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3). “[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true.” *Coleman v. Anne Arundel Cty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Pattern Jury Instructions* 1:7 (3d ed. 2000)).

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) (2015);⁴ *see also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has not proven eligibility for compensation from the Fund.

⁴ Unless otherwise noted, all references to the Business Regulation Article hereinafter cite the 2015 Replacement Volume of the Maryland Annotated Code.

The Respondent was a licensed home improvement contractor when he entered into the contract with the Claimant. According to the Claimant, she knew the Respondent as a friend prior to entering into the Contract with him. Because of that, she contracted with him even though his estimate was higher than some others she had received. Prior to entering into the Contract, the Respondent and Claimant discussed what the Claimant wanted to have done. She wanted the carpet removed, new floors installed, a wall removed, and an entire bathroom renovated. However, the Claimant entered into the Contract, which was for less work and limited to labor only. The Claimant was to buy all of the materials and the Respondent was to install them for \$6,500.00. Shortly thereafter, she contracted with the Respondent to re-tile her bathroom floor for \$270.00, which was also for the cost of labor only.

After the 10 mm Pergo laminate floor was laid, the Claimant was dissatisfied with the way it looked; it was wavy, moved, and did not conform to the floor underneath. The Claimant was also dissatisfied with the way the flooring was fitted around obstacles, such as door jambs and stairway newel posts, and she did not like the look of the bullnose pieces on the stairs. The Claimant was unhappy that there was a heat vent near the middle of the kitchen floor. The Claimant was also unhappy with the way the tile in the bathroom looked and the fact that no thresholds had been installed in the doorways.

The Claimant made her dissatisfaction known to the Respondent. She had to contact him repeatedly to get him to return to try to address the issues she was concerned about. The Respondent eventually came back to redo the floor, albeit not right away. He removed the new laminate floor and reinstalled it, but the Claimant felt that it was still not satisfactory. For instance, the Respondent drove nails into the laminate in several places. At first, the Respondent put molding under the bullnose pieces on the steps, but according to the Claimant, it did not look or feel right. Eventually, the Respondent added metal bullnoses to each step, which was not

aesthetically pleasing. The Respondent also did not install the thresholds or remove construction debris from the project from the Claimant's garage. Additionally, while installing the subflooring, the Respondent drove a nail through a water line, which caused a great deal of water damage in the garage. Although the Respondent repaired the water line, he never returned to repair the water damage in the garage.

As the Claimant was still dissatisfied with Claimant's work, she filed the Claim and complaint. She later filed a lawsuit against the Respondent in the District Court.

The Claimant testified that she spent \$10,829.67 on labor and materials under the Contract, which includes the cost of the 10 mm Pergo laminate flooring, the bullnose for the flooring, other building materials, and her \$10.00 summons renewal fees for the lawsuit she filed against the Respondent. On her claim form, she indicated her actual loss was \$19,771.07, but said that it would cost her about \$25,319.00 to redo all of the work. She noted that she did obtain an estimate from a licensed home improvement contractor for \$22,697.75, but admitted that some of the work included in the estimate was different from the work required under the Contract.

The Respondent did not dispute most of the Claimant's testimony, but provided additional detail. He stated that when he and the Claimant initially discussed the scope of the work to be done, he advised the Claimant that in order for the work to be done correctly, she needed all new sub-floors because her floors were wavy and uneven, probably due to underlying structural problems. However, the Claimant could not afford the cost of the sub-floors, so she contracted with the Respondent for less work, which was for labor only. She did not want the Respondent to install sub-floors. The Respondent stated that he returned on several occasions and eventually corrected all of the problems mentioned by the Claimant for which he was responsible. He noted that he removed the kitchen wall, which was not included in the Contract, because it made his work easier and so the Claimant would not have to redo the floor later after the wall was removed.

The Claimant did not complain about this extra work, but did complain because he put a vent in the floor, which had been in the wall. At the Claimant's request, he removed the vent from the floor when he reinstalled the floor. The Respondent explained that the laminate floor selected by the Claimant was a floating floor that did not require gluing or nailing to be installed. As a result, he was able to remove the flooring he originally installed and install it again, after he put down subflooring and shims.

The Respondent noted that all of the remedial work related to reinstalling the floor, removing the vent in the floor, etc. was on his own time and expense. He stated that he bought the sub-flooring, shims and other materials needed to remove and re-install the flooring, as well as the metal bullnose for the stairs. The Respondent conceded that he did nail the laminate floor down in a few places, but only because the Claimant asked him to do so where the floor was still wavy in places. He stated that he did not install the thresholds because the Claimant was supposed to have purchased them, but did not have all of them. One threshold she purchased went missing, and she never purchased another to replace it.

The Respondent claimed that all of his workmanship under the Contract was workmanlike. He stated that flooring cuts around obstacles could easily be filled with caulk. Regarding the metal bullnose he eventually installed, the Respondent said he installed it because the Claimant did not like the special order bullnose he had installed because it felt weak to her, although it was made specifically for that particular laminate flooring. At first, he put quarter round molding on the underside of the bullnose, which did not satisfy the Claimant, so he then installed the metal bullnose.

The Respondent acknowledged that while installing the subflooring, he accidentally punctured a water line with a nail, which caused water to leak into the garage for a short period until the water was turned off. The Respondent stated that he repaired the water line, removed

some wet drywall and pulled out some insulation so it could dry. He did not return to repair the water damage in the garage because the Claimant filed the Claim before the area had dried out enough for him to complete the repairs. The Respondent also agreed that he did not remove any construction debris from the home. He maintained that the Contract was for labor only and did not include trash removal. The Respondent testified that he provided the Claimant with the name of a person who would remove the trash for a fee and she used that person to have some of the trash removed.

The Respondent completed nearly all of the work required by the Contract, but performed some of it in an unworkmanlike and inadequate manner. Nevertheless, for the reasons set forth below I have determined that the Claimant is not eligible for an award from the Fund.

The Claimant paid the Respondent a total of \$6,000.00 under the Contract and another \$270.00 to tile the bathroom floor. According to the Contract, the Respondent was only to install materials purchased by the Claimant. He did not install the three thresholds required by the contract, at least one of which was not available for him to install. Apparently, it was purchased, but then lost and never replaced by the Claimant. It is not clear why the other thresholds were not installed.

In this case, the Respondent performed all of the other work required by the Contract, much of it twice. As noted above, it is clear that some of the work the Respondent performed, namely cuts in the flooring to fit it in around obstructions such as the newel post on the stairs, was not up to par. Some cuts were much wider than needed and irregularly cut. Filling them the gaps with caulk is not appropriate.

As for the rest of the work, including the tile on the bathroom floor, the Claimant did not establish that it was performed incorrectly or in an unworkmanlike manner. It is undisputed that when the Claimant first approached the Respondent about the work, the Respondent told the

Claimant what needed to be done in order to have a well-installed sound floor when he was done. However, the Claimant could not afford to have the job done as the Respondent had suggested, so she hired him to install the floor without correcting problems with the original floor by first putting down a sub-floor. When the job was done, the Claimant was not satisfied with the new floor because it reflected the defects in the original floor; it was still wavy and uneven. Despite this, the Respondent ultimately returned to the Claimant's home, removed the new floor, shimmed and sub-floored the area, and reinstalled the same laminate again. Because this did not correct the problems to the Claimant's satisfaction, the Claimant asked the Respondent to nail several pieces of flooring down. Also, even though special bullnose was ordered for the stair treads by the Claimant, the Respondent installed quarter round molding under the front of the treads to try to satisfy the Claimant. When this was not viewed as a satisfactory solution by the Claimant, the Respondent installed metal bullnose on the front of the treads.

Except for the defects mentioned above, the problem with the way the floor looked was not with the installation. The floor's poor appearance stemmed from the Claimant's desire to avoid the added expense of correcting the existing floor before installing a new floor.

Removal of the construction debris from the Claimant's garage was not in the Contract therefore, costs associated with its removal are not recoverable from the Fund. Also, the Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). Consequently, costs associated with the Claimant's lawsuit against the Respondent are ineligible for Fund compensation. Similarly, costs not related to the Contract included in The Home Depot receipts, such as a showerhead, soft drinks, and a faucet, are not recoverable. Likewise, the costs to repair the damage to the Claimant's garage due to the punctured water pipe are also not recoverable

from the Fund. That is not within in the scope of the work required by the Contact, so it is consequential damages.

Other factors in this case also preclude an award from the Fund. First, the Claimant did not establish the amount of her actual loss. She did not present any evidence that replacing the entire floor is necessary in order to ensure that is installed appropriately. Moreover, the bulk of the flooring she purchased is apparently still usable. It is undisputed that because it is not nailed or glued, and is a click together design, it can be removed and reused. In fact, the Respondent did just that. While there is obviously some loss when this is done, due to damage that might occur during removing and replacing boards rendered unusable due to improper cuts and the like, the Claimant presented no evidence of how much of the flooring is no longer usable and what the cost of replacing it would be.

The Claimant did solicit another licensed home improvement contractor to perform some of the same work on her home, but the estimate she offered into evidence is for a scope of work that is much broader than that covered by the Contract and includes different materials. The Contract was for the cost of labor to install flooring and tile. The estimate, however, includes installation of 1/2" plywood on the floors; new treads and risers on the stairs with quarter round; new Shaw Saddle tongue and groove flooring; removal of the bathroom fixtures, installation of a cement sub-floor, and removal and replacement of the tile; painting throughout the work area; repairs to the garage; and waste removal. Further, the estimate does not separate out costs that the Claimant might have been eligible for, such as removal of the existing floor and its reinstallation.

PROPOSED CONCLUSION OF LAW

In light of the above Discussion, I conclude that the Claimant failed to prove that she sustained an actual and compensable loss as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(2).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund deny the Claimant's claim; and

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

Signature on File

June 4, 2018
Date Decision Issued

James T. Murray
Administrative Law Judge

JTM/cmj
173371

PROPOSED ORDER

WHEREFORE, this 28th day of June, 2018, 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.

Jeffrey Ross

***Jeffrey Ross
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION