

**IN THE MATTER OF
THE CLAIM OF SHELLEY
WASHINGTON
AGAINST THE
MARYLAND HOME IMPROVEMENT
GUARANTY FUND ON ACCOUNT OF
ALLEGED VIOLATIONS OF
JASON DAVID BLAKE JR. t/a
BLAKE & SONS CONTRACTING,
LLC**

**MARYLAND HOME
IMPROVEMENT COMMISSION**

Case No. 17 (75) 922

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FINAL ORDER

On this 18th day of December 2020, Panel B of the Maryland Home Improvement Commission ORDERS that:

1. Pursuant to Business Regulation Article, §8-408(b)(3)(i), Annotated Code of Maryland, the Claimant has provided the Commission with a copy of a final arbitrator's decision dated August 3, 2017, in which the arbitrator found on the merits that the conditions precedent to recovery, as set forth in Business Regulation Article, §8-405(a), Annotated Code of Maryland, have been met, and found that the Claimant sustained an actual loss of \$2,500.00.
2. The Commission, in a letter dated April 7, 2020, advised Respondent that the Commission intended to award the Claimant \$2,500.00 and that the Respondent had 21 days to submit to the Commission any reasons why the Commission should not pay the award to the Claimant.
3. The Respondent did not reply to the Commission's letter.
4. The Commission directs payment from the Home Improvement Guaranty Fund of \$2,500.00 to the Claimant, Shelley Washington.
5. Pursuant to Business Regulation Article, §8-411(a), Annotated Code of Maryland, any home improvement licenses held by the Respondent, Jason David Blake, Jr. t/a Blake & Sons

Contracting, LLC, shall be suspended, and the Respondent shall be ineligible for any home improvement licenses until the Respondent has repaid any money paid from the Home Improvement Guaranty Fund pursuant to this Order, with 10 percent annual interest.

6. The records and publications of the Maryland Home Improvement Commission shall reflect this decision.

Joseph Tunney

Chair



AMERICAN
ARBITRATION
ASSOCIATION

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between:

Case Number: 01-17-0002-3010

Shelley Washington ("Claimant")

-vs-

Blake & Sons Contracting LLC ("Respondent")

AWARD OF ARBITRATOR

I, Harold Craig Cohen, Ph. D., THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named Parties, with Claimant appearing *pro se*, and with Respondent represented by Jayson Blake, and having been duly sworn, and having duly heard the proofs and allegations of the Parties at an in-person hearing in Baltimore, MD, on July 25, 2017, do hereby, FIND, as follows:

According to the submitted contract and the Maryland Home Improvement Commission (MHIC) complaint were filed as follows:

Initial Contract Signature Date- October 27, 2015

Last Day of Service- March 4, 2016

MHIC Complaint filed- February 11, 2017

The complaint was filed within the one-year warranty period as per the FHA 203(K) Homeowner Contractor Agreement, Section 14: Warranty.

Claimant presented four issues for the Arbitrator to consider. Each issue is addressed below:

1. Claimant claimed that the kitchen cabinets were pulling away from the wall. Respondent claimed that the cabinets were properly installed and passed the 203K inspection. Some evidence showed a separation of the cabinets from the wall. Claimant also mentioned that Respondent did not use all the materials from the cabinet box. Respondent claimed that as a licensed contractor, he is not constrained to use specific materials.
2. Claimant claimed that Respondent did not add nails to the floor and the floor was separating. There was still excessive creaking in the floor. Both parties confirmed that laminate flooring was to be installed.
3. Claimant claimed that the drywall installation trimming was not complete. Pictures were submitted into evidence to show these areas. Respondent claimed that some of the installation was done by other companies, but could not specify.
4. Claimant claimed that Respondent advised it was ok to place kitchen tile in the bathroom. Tile was not grouted. Respondent testified that grout was installed.

Conclusions

Issue 1: There is evidence that there is some separation between the wall and one kitchen cabinet. Photographic evidence showed that the separation is not severe and is likely repairable.

Issue 2: There is insufficient evidence to conclude wrongdoing by Respondent.

Issue 3: There is evidence that there was some fault in the drywall trimming installation. Photographic evidence revealed that the faults are repairable.

Issue 4: There is insufficient evidence to conclude wrongdoing by Respondent.

After the evidentiary hearing, Claimant was asked to specify the damages requested, but was unable to do so. The Arbitrator also allowed both parties the opportunity to submit post-hearing briefs. Both parties advised that they did not wish to do so.

Decision

After fully reviewing the evidence presented at the in-person hearing and the written/pictorial evidence submitted by the parties, the Arbitrator renders the following decision.

Respondent will pay Claimant \$2,500.00 as the reasonable cost for repairs that should have been covered by warranty.

Accordingly, I AWARD as follows:

Respondent shall pay to Claimant the sum of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00).

The administrative fees of the American Arbitration Association totaling One Thousand Five Hundred Fifty Dollars and Zero Cents (\$1,550.00), originally paid solely by Claimant, shall be borne equally, per this Award. The compensation of the arbitrator totaling One Thousand Two Hundred Seventy-Four Dollars and Zero Cents (\$1,274.00), originally paid equally by the Parties, shall be borne equally, per this Award. The Officense hearing room fee totaling Three Hundred Thirty-Five Dollars and Zero Cents (\$335.00) shall be borne as equally, per this Award.

Therefore, per this Award, Respondent shall reimburse Claimant the sum of Seven Hundred Seventy-Five Dollars and Zero Cents (\$775.00) representing that portion of said fees in excess of the apportioned costs previously incurred by Claimant.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby, denied.

August 3, 2017

Harold Craig Cohen

Date

Arbitrator Harold Craig Cohen, Ph. D.