

<p>IN THE MATTER OF THE CLAIM OF MARY MARGARET PERNOT, CLAIMANT AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ALLEGED ACTS OR OMISSIONS OF JASON BOZARTH, T/A BOZARTH CONSTRUCTION, RESPONDENT</p>	<p>* BEFORE TRACEY JOHNS DELP, * AN ADMINISTRATIVE LAW JUDGE * OF THE MARYLAND OFFICE * OF ADMINISTRATIVE HEARINGS * * * * OAH No.: DLR-HIC-02-18-36557 * MHIC No.: 18 (05) 71</p>
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STATEMENT OF THE CASE

On June 14, 2018, the Claimant filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$13,356.84¹ in actual losses allegedly suffered as a result of a series of home improvement contracts and change orders with Jason Bozarth, trading as Bozarth Construction (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).² On November 26, 2018, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

¹ Having concluded the Claimant's proposed amendment would not prejudice the Respondent, the original claim amount of \$9,827.26 was amended at the hearing to \$13,356.84. Code of Maryland Regulations (COMAR) 09.08.03.02C. See Cl. Ex. 1.

² Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

I held a hearing on April 18, 2019 at the OAH in Hunt Valley, Maryland. Bus. Reg. § 8-407(e). Andrew Brouwer, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. The Claimant represented herself. After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing. COMAR 28.02.01.23A.³

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2018); 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 the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

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

- Cl. Ex. 1 - Claimant narrative
- Cl. Ex. 2 - Proposal/Contracts and Change Orders between the Claimant and Respondent
- Proposal/Contract, dated February 6, 2017 (windows)
 - Proposal/Contract, dated March 7, 2017 (exterior projects)
 - Proposal/Contract, dated March 7, 2017 (exterior doors)

³ Notice of the hearing was mailed to the Respondent at the address of record by regular and certified mail on February 27, 2019, COMAR 09.08.03.03A(2), and both copies returned not deliverable as addressed unable to forward on March 6 and 7, 2019 respectively. On April 2, 2019, Mr. Brouwer provided the OAH an additional mailing address for the Respondent of 24188 Macs Lane, Worton, MD 21678. Notice of the hearing was mailed to the Respondent at the Macs Lane address by regular and certified mail on April 2, 2019. On April 18, 2019, the Respondent's regular mail returned not deliverable as addressed. Someone had handwritten on the envelope, "no longer at this address." On April 29, 2019, the Respondent's certified mail returned to the OAH, unclaimed and unable to forward. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. Having attempted notice at all known addresses, I determined that the Respondent received proper notice.

- Proposal/Contract, dated March 7, 2017 (kitchen and interior projects)
 - Proposal/Contract, dated March 13, 2017 (master bedroom and walk-in closet)
 - Proposal/Contract, dated March 8, 2017 (powder room)
 - Change Order #1, dated April 3, 2016⁴ (rear entry door)
 - Change Order #2, dated April 3, 2016⁵ (kitchen faucet and garbage disposal electrical)⁶
 - Change Order #4, dated April 6, 2016⁷ (hardwood floors)
- Cl. Ex. 3 - Bozarth Construction Invoices dated March 17, 2017; April 6, 2017; April 10, 2017; and May 2, 2017
- Cl. Ex. 4 - Stained glass invoice, dated April 21, 2017
- Cl. Ex. 5 - Copies of checks dated February 27, 2017 – May 7, 2017, and wire transfer dated April 7, 2017⁸
- Cl. Ex. 6 - Email communication between the Claimant and Respondent, March 7, 2017 – June 28, 2017
- Cl. Ex. 7 - Text messages between the Claimant and Respondent, March 26, 2017 – June 3, 2017⁹
- Cl. Ex. 8 - Sutton Building and Remodeling (Sutton) Estimates and Invoices:
 - Estimate #000172, dated June 5, 2017
 - Invoice #000182, dated July 5, 2017
 - Invoice #000172, dated June 5, 2017
 - Invoice #000177, dated June 21, 2017
Copies of checks dated June 2, 2017 – July 20, 2017¹⁰
- Cl. Ex. 9 - Photographs depicting incomplete status of job when Respondent stopped work and project completion by Sutton

⁴ 2016 appears to have been a typographical error as all contract dates and testimony pertained to 2017.

⁵ 2016 appears to have been a typographical error as all contract dates and testimony pertained to 2017.

⁶ Change Order #3 was omitted from the exhibit. The Claimant testified the scope of work contained in Change Order #3 was completed satisfactorily.

⁷ 2016 appears to have been a typographical error as all contract dates and testimony pertained to 2017. Change Order #4 was discussed during testimony as being contained within Claimant's Exhibit Two; however, my copy of the exhibit did not contain Change Order #4. I confirmed that the Claimant and Fund's copies of Claimant's Exhibit Two contain the Change Order #4; therefore, I belatedly received a copy of Change Order #4 on April 23, 2019, and include it within the exhibit.

⁸ Claimant Exhibit Five was redacted to remove bank account and wire transfer routing information.

⁹ Claimant Exhibit Seven was redacted to remove bank account routing information.

¹⁰ Claimant Exhibit Eight was redacted to remove bank account routing information.

No evidence was offered on the Respondent's behalf.

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 - Hearing Order, dated November 21, 2018
- Fund Ex. 2 - Notice of Hearing, issued April 2, 2019
- Fund Ex. 3 - Notice of Hearing, issued February 27, 2019
- Fund Ex. 4 - Letter from MHIC to Respondent, with Claim enclosed, June 21, 2018
- Fund Ex. 5 - Affidavit of Kevin Niebuhr, April 3, 2019
- Fund Ex. 6 - Respondent's MHIC Licensure Information, printed April 17, 2019

Testimony

The Claimant testified in her own behalf.

There was no testimony presented on the Respondent's behalf.

The Fund did not present the testimony of any witnesses.

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 01-90446. (Fund Ex. 6.)
2. At all times relevant, the Claimant was the owner of a home in Rock Hall, Maryland. The Claimant resides in New Jersey and purchased the Maryland home with intention to retire there.
3. The Maryland home required renovations and the Claimant's real estate broker recommended the Respondent to perform the repairs and improvements.
4. The Claimant entered into a series of contracts and change orders with the Respondent between February 6, 2017 and April 6, 2017.

5. On February 6, 2017, the Claimant contracted with the Respondent to replace damaged window sashes for \$4,745.52. (Cl. Ex. 2, pp. 1-3.)
6. On March 7, 2017, the Claimant contracted with the Respondent to perform the following renovations:
 - a. Exterior renovations to the front entry stairs, rear entry stairs, and shed for \$1,393.75,¹¹
 - b. Front and rear exterior door replacement for \$3,025.52, and
 - c. Kitchen and interior renovations to include cabinet renovations, ceiling fan installation, carpet removal, and wood stove and chimney removal for \$2,675.00. (Cl. Ex. 2, pp. 4-13.)
7. On March 8, 2017, the Claimant contracted with the Respondent to renovate a powder room for \$7,144.85. (Cl. Ex. 2, pp. 18-22.)
8. On March 13, 2017, the Claimant contracted with the Respondent to renovate the master bedroom for \$6,561.36. (Cl. Ex. 2, pp. 14-17.)
9. The contracts between the Claimant and the Respondent do not contain an arbitration provision.
10. On April 3, 2017, the Claimant approved Change Order #1 (rear entry door) in the amount of \$557.54. (Cl. Ex. 2, pp. 23-24.)
11. On April 3, 2017, the Claimant approved Change Order #2 (kitchen faucet replacement and garbage disposal electrical work) in the amount of \$322.73. (Cl. Ex. 2, p. 25.)
12. On April 3, 2017, the Claimant approved Change Order #3 (powder room tile flooring) in the amount of \$987.19.

¹¹ Although the contract values the project at "[t]wo thousand three hundred and ninety-three dollars and seventy-five cents. (\$1,393.75)", the Claimant testified the correct contract amount is \$1,393.75.

13. On April 6, 2017, the Claimant approved Change Order #4 (vapor barrier, hardwood flooring, and shoe molding) in the amount of \$2,923.67. (Cl. Ex. 2, p. 26.)

14. The Respondent's contracts and change orders with the Claimant total \$30,337.13.¹² The Claimant paid the Respondent \$26,664.39.¹³ (Cl. Exs. 1, 2, 3 and 5.)

15. The Respondent broke a \$750.00 custom stained glass window he was to install in the kitchen. (Cl. Ex. 4.) The Respondent advised the Claimant he would deduct the cost of replacement from the final invoice. (Cl. Ex. 7, p. 4.)

16. The home's distance from the Claimant's residence in New Jersey made it challenging for her to keep tabs on the Respondent's renovation progress. The Claimant relied upon the Respondent's representations until it became obvious that work had fallen behind schedule.

17. The Respondent represented to the Claimant that he had ordered window repair materials and a front entry door, but never did so.

18. The Respondent failed to supply hardwood flooring pursuant to Change Order #4.

19. The Claimant supplied ceiling fans which were to have been installed, but the Respondent neglected to install them.

20. The Respondent failed to complete electrical and plumbing work in the powder room renovation, as well as relocate dryer vent ductwork. The Respondent did not purchase plumbing fixtures, and left the washer/dryer unit in the dining area of the kitchen.

21. The Respondent failed to complete electrical work in the master bedroom renovation. The Respondent also did not provide baseboard heating as specified in the contract. Doors hung by the Respondent had to be trimmed and rehung.

22. The Respondent left debris on the Claimant's property.

¹² (\$4,745.52+\$1,393.75+\$3,025.52+\$2,675.00+\$6,561.36+\$7,144.85+\$557.54+\$322.73+\$987.19+\$2,923.67)

¹³ (\$1,580.00+\$3,799.46+\$6,735.00+\$5,482.48+\$3,553.45+\$3,014.00+\$2,500.00)

23. The Respondent ultimately acknowledged work had fallen behind schedule, and after a series of broken deadlines, advised the Claimant that if he could not complete the work he would expect her "to find someone else." (Cl. Ex. 7, p. 6.)

24. The Respondent acknowledged to the Claimant by email that he owed her a refund for unperformed work. (Cl. Ex. 6, pp. 18-21.)

25. The Claimant hired Sutton, a licensed home improvement contractor, to complete the Respondent's contracts and change orders. The Claimant paid Sutton \$18,210.00 to complete the scope of work, as well as to perform other work that arose during the course of the improvements. Of the amount paid to Sutton, the Claimant paid \$14,150.00 solely to complete the Respondent's contracts and change orders. (Cl. Ex. 8.)

26. The Claimant is not related to the Respondent, is not an employee or business associate of the Respondent, and is not related to an employee or business associate of the Respondent.

27. The Claimant has not taken any action to recover monies for the Respondent's failure to complete contract work, other than the instant claim.

28. The Respondent failed to appear for the hearing after proper notice.

DISCUSSION

Legal Framework

The Maryland General Assembly created the Fund to provide an available pool of money from which homeowners could seek relief for losses sustained at the hands of incompetent or unscrupulous home improvement contractors. Md. Code Ann., Bus. Reg. §§ 8-401 to 8-411. A homeowner is authorized to "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); *see also* COMAR 09.08.03.03B(2). The statutes governing the Fund define "actual loss" as "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.

At a hearing on a claim, a claimant has the burden of proof. Md. Code Ann., Bus. Reg. § 8-407(e)(1); COMAR 09.08.03.03A(3). The claimant’s burden is by a preponderance of the evidence. Md. Code Ann., State Gov’t § 10-217. “[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 Civil Pattern Jury Instructions* 1:7 (3d ed. 2000)).

Certain claimants are excluded from recovering from the Fund altogether. In this regard, a claimant must prove that: (a) the claimant resides in the home as to which the claim is made, or she owns no more than three dwelling places; (b) the claimant is not an employee, officer or partner of the contractor; or the spouse or other immediate relative of the contractor or the contractor’s employees, officers or partners; (c) the work at issue did not involve new home construction; (d) the claimant did not unreasonably reject the contractor’s good faith effort to resolve the claim; (e) the claimant complied with any contractual arbitration clause before seeking compensation from the Fund; (f) there is no pending claim for the same loss in any court of competent jurisdiction and the claimant did not recover for the actual loss from any source; and (g) the claimant filed the claim with the MHIC within three years of the date the claimant knew, or with reasonable diligence should have known, of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-405(c), (d), (f), and (g), 8-408(b)(1); Md. Code Ann., Bus. Reg. § 8-101(g)(3)(i) (Supp. 2018).

For the reasons explained below, I find that the Claimant has proven eligibility for compensation from the Fund.

Statutory Eligibility

The undisputed evidence in this case establishes there are no *prima facie* impediments barring the Claimant from recovering from the Fund. *Id.* The Claimant filed her claim within three years of learning that the Respondent would not be completing the work under the contracts in a timely matter. In addition, the Claimant testified that the home improvement work at issue in this case concerned her property, which is the only residential property she owns in Maryland; she was not an employee, officer or partner of the Respondent; and she is not related to any of the Respondent's employees, officers or partners; the Respondent's efforts to resolve the claim in this matter were unreasonable; and the Claimant has not taken any other legal action to recover monies.

The Respondent Performed Incomplete Home Improvement

The Respondent was a licensed home improvement contractor at the time he entered into the contracts and change orders.¹⁴ (Fund Ex. 6.) The Claimant provided credible testimony regarding the Respondent's misrepresentations and unreasonable delays; her presentation was thorough, organized, and well-documented. The Claimant testified that the Respondent was recommended by her real estate broker. The Claimant even contacted the broker when problems arose, but the broker offered little or no assistance.

Initially, on February 6, 2017, the Claimant contracted with the Respondent to replace window sashes which had been damaged by a rodent for \$4,745.52. (Cl. Ex. 2, pp. 1-3.) The contract estimated two days for project completion. The Claimant paid an initial deposit of

¹⁴ The contracts and change orders exhibits are unsigned by the Claimant and Respondent. (Cl. Ex. 2.) The Claimant provided credible testimony that the contracts and change orders were approved via electronic mail. Invoices (Cl. Ex. 3) corroborate the Claimant's testimony, as well as exchanges pertaining to the contracts and change orders found within the text message and electronic mail exhibits. (Cl. Exs. 6 and 7.)

\$1,580.00 on March 3, 2017, and a project progress draw of \$1,898.00¹⁵ on April 12, 2017.¹⁶ (Cl. Exs. 1, 2, 3 and 5.) According to the contract, the project progress draw was “due upon receiving all ordered materials and start of work...” (Cl. Ex. 2, p. 3.) However, on or about May 31, 2017, the Claimant discovered that the Respondent had never ordered the materials necessary to repair the windows from the supplier. (Cl. Exs. 1 and 7.) In response to the Claimant’s text message confronting him with this information, the Respondent claimed to have ordered the materials from another supplier. The Claimant instructed the Respondent to bring the materials to the home, but the Respondent never did so. (Cl. Ex. 7; Testimony Claimant.)

On March 7, 2017, the Claimant contracted with the Respondent to perform exterior renovations to the front entry stairs, rear entry stairs, and shed for \$1,393.75. The Claimant testified that payment was made in full, and the project was completed satisfactorily.

The Claimant also contracted with the Respondent on March 7, 2017, to replace the front and rear exterior doors for \$3,025.52. (Cl. Ex. 2, pp. 7-10.) The Claimant made an initial deposit and paid a project progress draw, which was due “upon receiving all ordered materials and start of work...” (Cl. Ex. 2, pp. 7-10.) The Claimant testified that although she paid the deposit and a project progress draw, she never received the new front door. (Cl. Exs. 1, 2, 3 and 5.)

The final March 7, 2017 contract between the Claimant and Respondent was for \$2,675.00 in order for the Respondent to perform kitchen and interior renovations. This project included cabinet renovations, ceiling fan installation, carpet removal, and wood stove and chimney removal. (Cl. Ex. 2, pp. 11-13.) The Claimant paid the amount in full, but the Respondent neglected to install ceiling fans. (Cl. Ex. 3.)

¹⁵ The \$1,898.00 payment was made via Check Number 1555 in the amount of \$3,799.46, which also included exterior renovation and door replacement expenses. (Cl. Ex. 3, p. 3.)

¹⁶ Respondent’s Invoice 2231 billed the Claimant \$1,898.00 for “[m]aterials received and work scheduled.” (Cl. Ex. 3, p. 3.)

On March 8, 2017, the Claimant contracted with the Respondent to renovate a powder room for \$7,144.85. (Cl. Ex. 2, pp. 18-22.) The Claimant testified that she made agreed upon payments, but the Respondent neglected to make progress. The Claimant explained the Respondent left the job site with incomplete electrical and plumbing, no dryer vent and ductwork having been performed, and no fixtures and door hardware.

On March 13, 2017, the Claimant contracted with the Respondent to renovate the master bedroom and a walk-in closet for \$6,561.36. (Cl. Ex. 2, pp. 14-17.) The master bedroom renovation involved consolidating two bedrooms into one, building a closet, as well as relocating electrical wiring and baseboard heat radiators. The Claimant testified that although she made payments pursuant to the contract, the Respondent left the project incomplete, with electrical wiring exposed, no installation of the baseboard heat radiators, and missing door and moldings.

On April 3, 2017, the Claimant approved Change Order #1, to replace the rear entry door, in the amount of \$557.54. (Cl. Ex. 2, pp. 23-24.) Also on April 3, 2017, the Claimant approved Change Order #3, which involved tile flooring installation, in the amount of \$987.19. She testified payment was made in full and the Respondent's work was completed satisfactorily. However, also on April 3, 2017, the Claimant approved Change Order #2 in the amount of \$322.73. (Cl. Ex. 2, p. 25.) Change Order #2 involved the removal of electrical wiring at the kitchen sink garbage disposal, which the Respondent deemed unsafe, rewiring the garbage disposal, replacing sink shut off valves, and replacing the sink faucet with one provided by the Claimant. Although the Claimant paid the amount in full, she explained that the Respondent performed nothing within the scope of work for this project.

On April 6, 2017, the Claimant approved Change Order #4 in the amount of \$2,923.67. (Cl. Ex. 2, p. 26.) Change Order #4 included the purchase and installation of hardwood flooring with a silicone vapor shield and shoe molding. The Claimant testified that she paid a deposit of

\$1,461.84, but the Respondent only installed the vapor shield and then left the project incomplete. During text message communications at the end of May, the Respondent represented to the Claimant that he possessed all materials and would install the hardwood flooring. (Cl. Ex. 7, p. 6.) The Claimant testified that she was upset to learn the Respondent intended to install the flooring without allowing it to acclimate to the house climate for one week prior to installation per Change Order #4. (Cl. Ex. 2, p. 26.) The Claimant instructed the Respondent to bring all supplies to the property; however, the Respondent never did so.

The Respondent's relationship with the Claimant began to unravel as he fell behind schedule. The home's distance from the Claimant's residence in New Jersey made it challenging for her to keep tabs on the Respondent's renovation progress. The Claimant relied upon the Respondent's representations until it became obvious in mid-May 2017 that the Respondent had not been candid with her. The Respondent's efforts to resolve the outstanding work were not in good faith. The Respondent did not bring supplies to the home as directed, and kept assuring the Claimant progress would be made, only for the Claimant to later discover nothing had been done. After a series of broken promises, in a June 27, 2017 email, the Respondent wrote:

I want to reach out to you to see if we can arrange a meeting to resolve our unfinished work that we did not perform for you due to our schedule. I also want to express to you my deepest apologies as I found myself in a heck of a predicament and should have come to you immediately to try and work with you to resolve instead of hiding the issue and trying to work through it.

(Cl. Ex. 6, p. 18.) In this email, the Respondent also acknowledged the Claimant paid him \$6,885.54 for work he did not perform. (*Id.*) Thereafter, on June 28, 2017, the Respondent wrote, "I am going to need to go to my bank to see if I can extend a current credit line in order to be able to get this reimbursed to you in one lump sum." (Cl. Ex. 6, p. 21.) The Claimant testified she never received any reimbursement from the Respondent. Considering the

Claimant's credible, thorough, and well-documented presentation, I find that she is eligible for compensation from the Fund.

Having found eligibility for compensation, I must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. 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). MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

The Amount of Claimant's Actual Loss

Pursuant to COMAR 09.08.03.03B(3)(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.

The Respondent performed some, but not all, contract and change order work. The Claimant stated she hired Sutton, a licensed home improvement contractor, to complete the Respondent's contracts and change orders. The Claimant testified that of the \$18,210.00 paid to Sutton, she paid \$14,150.00 solely to complete her contracts and change orders with the Respondent. A review of the scope of work contained with Sutton Estimate #000172 (Cl. Ex. 8, pp. 1-3) supports the Claimant's testimony in this regard.

Thus, the calculations when applying the formula are as follows:

Amount paid to Respondent:	\$26,664.39
Amount paid to Sutton to complete Respondent's work:	+ \$14,150.00
Agreed upon replacement cost of broken custom window:	+ \$750.00
	= \$41,564.39
Total price of contracts/change orders with Respondent:	- \$30,337.13
Claimant's Actual Loss:	= \$11,227.26

Although the Claimant requested compensation in the amount of \$13,356.84¹⁷, I find the Claimant demonstrated an actual loss of \$11,227.26.

The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor, and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than \$20,000.00. Therefore, the Claimant is entitled recover her actual loss of \$11,227.26.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$11,227.26 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(3)(c). I further conclude that the Claimant is entitled to recover 11,227.26 from the Fund. Bus. Reg. § 8-405(e)(1); COMAR 09.08.03.03D(2)(a).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$11,227.26; and

¹⁷ Upon review of the Claimant's exhibits, I am unable to discern how she arrived at this figure.

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 ten percent (10%) as set by the Maryland Home Improvement Commission;¹⁸ and

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

Signature on File

May 17, 2019
Date Decision Issued

Tracey Johns Delp
Administrative Law Judge

TJD/sw
#179337

¹⁸ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.



PROPOSED ORDER

WHEREFORE, this 17th day of September, 2019, 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.

W. Bruce
Quackenbush
W. Bruce Quackenbush
Panel B

MARYLAND HOME IMPROVEMENT COMMISSION

