

**IN THE MATTER OF THE CLAIM OF \* MARYLAND HOME  
KRISTEN KIFOLO \* IMPROVEMENT COMMISSION  
AGAINST THE MARYLAND HOME \*  
IMPROVEMENT GUARANTY FUND \* MHIC CASE NO. 21(75)1040  
FOR THE ACTS OR OMISSIONS OF \* OAH CASE NO. LABOR-HIC-  
CASEY GERTZ T/A AML TOP \* 02-22-09832  
QUALITY CONSTRUCTION \*  
\* \* \* \* \***

**FINAL ORDER**

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on July 12, 2022. Following the evidentiary hearing, the ALJ issued a Proposed Decision on July 28, 2022, concluding that the homeowner, Kristen Kifolo (“Claimant”) failed to prove the amount of the actual loss that she suffered as a result of the acts or omissions of Casey Gertz t/a AML Top Quality Construction (“Contractor”). *ALJ Proposed Decision* p. 12. In a Proposed Order dated September 16, 2022, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to deny an award from the Home Improvement Guaranty Fund. The Claimant subsequently filed exceptions to the MHIC Proposed Order.

On December 1, 2022, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. The Claimant and Contractor participated without counsel. Assistant Attorney General Hope Sachs appeared at the exceptions hearing on behalf of the Guaranty Fund. The Commission entered the following preliminary exhibits as part of the record of the exceptions hearing without objection: 1) hearing notice; 2) transmittal letter, ALJ Proposed Decision, and MHIC Proposed Order; and 3) Claimant’s exceptions. Neither the Claimant nor the Contractor produced a copy of the transcript of the hearing before the ALJ. The Claimant sought to introduce new evidence, but she failed to submit the proposed evidence to the Commission or the Contractor prior to the exceptions hearing and failed to demonstrate that the documents she

wanted in evidence were not and could not, in the exercise of ordinary diligence, have been discovered before the OAH hearing. Therefore, the Panel's review of the record was limited to the preliminary exhibits for the exceptions hearing, the OAH Proposed Decision, and the exhibits offered as evidence at the OAH hearing. COMAR 09.01.03.09(G) - (I).

The claim in this proceeding relates to a contract between the parties for the restoration of a screened porch at a house owned by the Claimant. The ALJ found that the Contractor's performance under the contract was unworkmanlike, but that the Claimant failed to prove the amount of her actual loss because, rather than presenting evidence of the cost to correct and complete the contracted work, she presented only an estimate to remove and rebuild the entire porch with upgraded materials. *ALJ's Proposed Decision* pp. 7-12.

On exception, the Claimant argued that she was unable to prove the amount of her actual loss because the Commission's staff advised her that the only evidence of the amount of her actual loss she needed was an estimate for the replacement of the porch and because she did not realize that the estimate she obtained for the removal and replacement of the porch included upgraded materials.

Assuming, for the sake of argument, that the Commission staff misdirected the Claimant regarding the evidence necessary to prove her actual loss, it does not provide grounds for the granting of an award. The record does not contain evidence of the actual cost to correct and complete the project, which is necessary to calculate an award. In addition, the Commission notes that, if the Commission staff in fact specifically advised the Claimant that a replacement estimate would suffice to prove her actual loss, it likely was based on the Claimant's representation that the entire porch had to be replaced, which she did not prove at the hearing.

The Claimant also argued that the ALJ erred in finding that the estimate for the replacement

of the porch included upgraded materials because the ALJ relied on Casey Gertz's testimony on that issue, and that ALJ struck the testimony of because Mr. Gertz did not submit a special power of attorney authorizing him to represent AML Top Quality Construction ("AML") at the hearing. The Commission holds that the ALJ did not err in relying upon Mr. Gertz's testimony because she properly accepted Mr. Gertz's testimony on his own behalf. Moreover, the Commission notes that Mr. Gertz operated AML as a sole proprietorship, so AML is not a legal entity apart from Mr. Gertz, and a special power of attorney was not necessary to allow him to testify on behalf of AML.

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 14<sup>th</sup> day of December 2022, **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**;
- C. That the Proposed Decision and Recommended Order of the Administrative Law Judge is **AFFIRMED**;
- D. That the Claimant's claim is **DENIED**;
- E. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and
- F. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

*Lauren Lake*  
**Chairperson –Panel**  
**Maryland Home Improvement**  
**Commission**

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF KRISTEN KIFOLO,</b></p> <p><b>CLAIMANT</b></p> <p><b>AGAINST THE MARYLAND HOME</b></p> <p><b>IMPROVEMENT GUARANTY FUND</b></p> <p><b>FOR THE ALLEGED ACTS OR</b></p> <p><b>OMISSIONS OF CASEY GERTZ,</b></p> <p><b>T/A AML TOP QUALITY</b></p> <p><b>CONSTRUCTION,</b></p> <p><b>LICENSEE</b></p>	<p><b>* BEFORE TRACEY JOHNS DELP,</b></p> <p><b>* AN ADMINISTRATIVE LAW JUDGE</b></p> <p><b>* OF THE MARYLAND OFFICE</b></p> <p><b>* OF ADMINISTRATIVE HEARINGS</b></p> <p><b>*</b></p> <p><b>*</b></p> <p><b>*</b></p> <p><b>* OAH No.: LABOR-HIC-02-22-09832</b></p> <p><b>* MHIC No.: 21 (75) 1040</b></p> <p><b>*</b></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 November 30, 2021, Kristen Kifolo (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department), for reimbursement of \$10,265.00 for actual losses allegedly suffered as a result of a home improvement contract with Casey Gertz, trading as AML Top Quality Construction (Licensee). Md. Code Ann., Bus. Reg. §§ 8-401 to -

411 (2015 & Supp. 2021).<sup>1</sup> On April 22, 2022, the MHIC issued a Hearing Order on the Claim and then on April 28, 2022, forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On July 12, 2022, I held a hearing by Webex videoconferencing. Bus. Reg. §§ 8-407(a), 8-312; Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b). Hope Sachs, Assistant Attorney General, Department, represented the Fund. G. Mitchell Mowell, Esquire, represented the Claimant, who was present. The Licensee represented himself.<sup>2</sup>

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 09.01.03; and COMAR 28.02.01.

### ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Licensee'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<sup>3</sup> offered by the Claimant:

- Cl. Ex. 1 - Page with four color photographs of screened porch, undated
- Cl. Ex. 2 - Page with four color photographs of screened porch, undated

<sup>1</sup> Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

<sup>2</sup> OAH's governing statute authorizes non-attorney representation in, among other matters, cases arising under Md. Code Annotated, Business Regulation section 8-312 (Home Improvement Commission). *See* State Gov't § 9-1607.1(a)(4)(i) (2021). There is no Special Power of Attorney on file at OAH for AML Top Quality Construction. For this reason, I instructed the Licensee to submit a fully executed Special Power of Attorney by close of business on July 18, 2022, however, he failed to do so. Accordingly, the Licensee's argument and testimony is stricken as it pertains to AML Top Quality Construction and has been admitted into the record solely as it pertains to the Licensee individually.

<sup>3</sup> Prior to the hearing, the Claimant mailed documents and photographs to OAH. From the contents of her mail, the Claimant identified and offered these twenty-one exhibits. The remaining documents and photographs are contained within the OAH file but were not considered in reaching this proposed decision.

- Cl. Ex. 3 - Page with four color photographs of supports and screened porch, undated
- Cl. Ex. 4 - Page with four color photographs of porch and pieces of concrete, undated
- Cl. Ex. 5 - Page with four color photographs of porch decking and a shade, undated
- Cl. Ex. 6 - Page with four color photographs of porch decking, undated
- Cl. Ex. 7 - Page with four color photographs of screened porch, undated
- Cl. Ex. 8 - Page with four color photographs of screened porch, undated
- Cl. Ex. 9 - Page with four color photographs of porch steps, porch, and an image of store website shade for sale, undated
- Cl. Ex. 10 - Page with four color photographs of porch framing, decking, an image of a store website shade for sale and an image of a cell phone with a homedepot.com tab visible on the screen, undated
- Cl. Ex. 11 - Page with six color photographs of exterior of residence and debris, walkway to steps, roofline, decking and a bamboo shade, undated
- Cl. Ex. 12 - Page with four color photographs of porch post and decking, undated
- Cl. Ex. 13 - Page with four color photographs of a shade, and a porch post and decking, undated
- Cl. Ex. 14 - Page with four color photographs of porch post and decking, undated
- Cl. Ex. 15 - Page with four color photographs of porch post and decking, undated
- Cl. Ex. 16 - Photograph of walkway and porch steps, undated
- Cl. Ex. 17 - Photograph of porch railing, undated<sup>4</sup>
- Cl. Ex. 18 - Photograph of porch railing, undated<sup>5</sup>
- Cl. Ex. 19 - Photograph of concrete stairs, undated
- Cl. Ex. 20 - Photograph of nail in porch railing, undated
- Cl. Ex. 21 - Estimate of DA Improvements LLC, dated October 21, 2021

The Licensee submitted no exhibits.

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<sup>4</sup> The photograph appears to be a screenshot. The phrase "Sat Jul 2" in the top left corner of the image appears to be the date of the screenshot, and not necessarily the actual date of the image.

<sup>5</sup> *Id.*

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - OAH Notice of Remote Hearing, Issued May 5, 2022, for Hearing Date of July 12, 2022; MHIC Hearing Order, Issued April 22, 2022

Fund Ex. 2 - HIC Licensing and Registration print out, printed June 27, 2022

Fund Ex. 3 - Letter from HIC to Licensee, December 9, 2021, with Claim

Testimony

The Claimant testified and did not present other witnesses.

The Licensee testified and did not present other witnesses.

The Fund presented no witnesses.

**PROPOSED FINDINGS OF FACT**

Having considered demeanor evidence, testimony, and other evidence, I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Licensee was a licensed home improvement contractor. (Fund Ex. 2.)

2. The Claimant resides in Florida. She owns three parcels of land and one residence in Kent County, Maryland, which she described as a vacation home. A tenant who resided in the home voiced safety concerns about the condition of its screened porch.

3. The Claimant contacted the Licensee seeking an estimate for replacement of wood framing and decking on the screened porch. The Licensee provided an estimate and further communication ensued between the parties, but no written contract was prepared. The Claimant began making payments to the Licensee in September 2020, and work began approximately the following month.

4. Exact project specifications are not known.

5. No permits were obtained for the project.

6. The Licensee subcontracted the work and refused to identify the subcontractor upon request of the Claimant, only identifying the individual as a resident of Delaware.

7. The date of project completion is not known.

8. The last day that the Licensee visited the property was approximately March 24, 2021.

9. The Claimant paid the Licensee \$7,025.00.<sup>6</sup>

10. The Claimant obtained an estimate from DA Improvements LLC (Cl. Ex. 21) to perform the following work for \$10,265.00:

- Repair front corner concrete column with cement on the front porch.
- Remove old, damaged screen and trim. Install new charcoal fiberglass screen and install new white Azek PVC trim around screen on the front porch.
- Replace top 2x6 PT<sup>7</sup> handrail.
- Replace 11 4x4 pressure treated posts. Install 2x8 blocking at the bottom of all the post for more support.
- Remove old deck boards on porch and steps. Install new Wolf PVC decking color Harbor Grey on the porch deck and steps. The decking will have one row as a border around edges and in the middle so there are no small pieces of decking.
- Remove all trash from the job site.

11. On November 30, 2021, the Claimant filed her claim with the MHIC; she has not pursued any other claims against the Licensee.

12. The Claimant is not related to the Licensee by blood or marriage, she is not an employee, officer, or partner of the Licensee, and she is not related to an employee, officer, or partner of the Licensee.

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<sup>6</sup> The Claimant testified to the dollar amount. Although she did not offer documentary evidence of proof of payment, the Licensee did not refute her testimony.

<sup>7</sup> The acronym appears in the estimate. No definition for the acronym was provided.



## DISCUSSION

### Applicable Law

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. 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 . . . .” Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2). The governing statute defines “actual loss” as “the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401. The Commission may deny a claim if the claimant unreasonably rejected good faith efforts by the contractor to resolve the claim. *Id.* § 8-405(d).

The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. *Id.* § 8-405(e)(3); COMAR 09.08.03.03B(1). In addition, a claimant may not recover from the Fund more than was paid to the original contractor. Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(4). Further, effective July 1, 2022, a claimant’s recovery is capped at \$30,000.00 for acts or omissions of one contractor, and a claimant may not recover more than the amount paid to the contractor against whom the claim is filed.<sup>8</sup>

At a hearing on a claim, the claimant has the burden of proof. Bus. Reg. § 8-407(e)(1); COMAR 09.08.03.03A(3). The claimant’s burden is by a preponderance of the evidence. State

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<sup>8</sup> H.D. 917, 2022 Leg., 444th Sess. (Md. 2022) (to be codified in section 8-405(e)(1) of the Business Regulation Article). *See also* Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(4), D(2)(a). The increased cap is applicable to any claim on or after July 1, 2022, regardless of when the home improvement contract was executed, the claim was filed, or the hearing was held. *See Landsman v. MHIC*, 154 Md. App. 241, 255 (2002) (explaining that the right to compensation from the Fund is a “creature of statute,” these rights are subject to change at the “whim of the legislature,” and “[a]mendments to such rights are not bound by the usual presumption against retrospective application”).

Gov't § 10-217 (2021). To prove something by a "preponderance of the evidence" means "to prove that something is more likely so than not so[,]" when all of the evidence is considered.

*Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

For the reasons set forth below, I find that the Claimant has not proven eligibility for compensation from the Fund.

### **Positions of the Parties**

The Claimant maintains that work on the screened porch was not done properly. She asserts that beams are not connected to posts, screening was poorly installed, concrete support was damaged, and inferior wood was used. She maintains that old posts were not appropriate for reuse on the project, but reused anyway, and there are gaps between the deck boards which were cut and installed unevenly and improperly. The Claimant further maintains that nails are not flush with surfaces and a face board was not properly attached to the frame. Particularly, she notes that the Licensee did not obtain a permit for the project. In addition, after a replacement bamboo shade (which was not the item she requested) was cut to size, scrap pieces of bamboo were left on the floor and are now stuck between deck boards. She seeks to recover more than the full amount that she paid to the Licensee, based on DA Improvements LLC's estimate.

The Licensee contends that a permit was not required to repair the screened porch and replace the steps. Further, he contends that the porch is stable and that wood dries and shrinks as it ages. He acknowledges some degree of unworkmanlike home improvement but insists that the scope of repair work is merely cosmetic and the Claimant's "standards are too high." He asserts that the project does not need to be gutted and that DA Improvements LLC's estimate to

completely redo the project includes use of more expensive products and materials, which he described as “top of the line.”

The Fund took the position that the Licensee acknowledged some unworkmanlike home improvement, but the extent of the unworkmanlike home improvement remains unclear. The Fund questions the sufficiency of the evidence presented.

### **Analysis**

#### **I. Eligibility to Recover from the Fund**

I concur with the Fund’s analysis. By the Licensee’s admission, some work was unworkmanlike; however, the extent of the deficiencies is not entirely clear. The Licensee’s estimate was not offered as evidence. The Claimant’s case relies primarily upon conclusory statements and many duplicate close-up photographs which do not persuasively convey the scale and scope of her concern. The Claimant did not testify about when the photographs were taken, and I accept the Licensee’s testimony that wood shrinks as it ages. The Licensee acknowledges that some boards might need to be redone, screws could be checked to make sure all are flush, and a screen wrinkle could be remedied by rerolling and resetting the screen. However, he maintains that the wood was not of an inferior quality, the floorboard layout and spacing were not improper (just not aesthetically pleasing to the Claimant), and the Claimant sought to keep costs down and was agreeable to reusing posts where possible.

Regarding the Claimant’s allegation that the Licensee damaged concrete by use of explosives, he responded that he only recently heard this allegation and flatly denies it. When the Claimant complained to him that the positioning of the staircase handrail did not allow access to the screen replacement system, the Licensee rectified the issue. The Claimant testified that the Licensee kept the yard riddled with debris; however, he responded that to keep costs down, in lieu of a dumpster, the Claimant was agreeable for someone to haul debris by the truckload.

There was also testimony that the Licensee went to the property to clean the yard, but the yardwork was already completed by the Claimant's son.

On several occasions, the Claimant prefaced her testimony with the phrase "in my opinion"; however, she did not testify that she possesses home improvement expertise.<sup>9</sup> She offered no expert witness testimony or written opinion evidence about the extent of the deficiencies, *i.e.*, aesthetic verses structural. After considering the witness testimony in its entirety, I am not more persuaded by the credibility of one party than the other. Accordingly, the Claimant did not establish that the porch beams are not connected to posts, inferior wood was used, reused posts lack structural integrity, face boards cover rotted wood and were improperly affixed, screens were improperly installed, or that the Licensee damaged a concrete support. Similarly, there is no indication by photograph how deep cracks in the wood go and there was no expert testimony or written opinion evidence that the cracking caused instability or integrity problems.

I accept the Licensee's admissions as to unworkmanlike home improvement (*i.e.*, some boards might need to be redone, screws could be checked to make sure all are flush, and a screen wrinkle could be remedied by rerolling and resetting the screen). Thus, to this limited extent, I find that the Claimant has established that there was an unworkmanlike home improvement.

I further accept the Licensee's admissions that he did not obtain a permit and neglected to review Kent County Building Codes to determine whether a permit was necessary. A Kent County website visit reveals that the county uses many building codes, to include the 2018 International Building Code (IBC).<sup>10</sup> IBC Chapter 1, Section 105, provides in pertinent part as follows:

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<sup>9</sup> The Claimant testified that she once "flipped" a house, but I do not conclude from this statement that the Claimant possesses home improvement expertise.

<sup>10</sup> <https://www.kentcounty.com/planning/building-permits> (last visited July 15, 2022).

## Section 105 Permits

### [A] 105.1 Required.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

....

2018 International Building Code, § 105.1 (January 2019). The Licensee's work falls within the categories of repair (screened porch) and alter (porch steps). *See also* COMAR 09.08.01.08. Without a permit, the work cannot be considered complete. *Id.* Thus, to this limited extent, I find that the Claimant has established that there was an incomplete home improvement.

### **Statutory Impediments**

There are no statutory impediments to the Claimant's eligibility to recover from the Fund. The claim was timely filed, there is no pending court claim for the same loss, and the Claimant did not recover the alleged losses from any other source. Bus. Reg §§ 8-405(g), 8-408(b)(1). The home is the Claimant's only home owned in the State of Maryland. *Id.* § 8-405(f)(2). The parties did not enter into a valid agreement to submit their disputes to arbitration. *Id.* §§ 8-405(c), 8-408(b)(3). The Claimant is not a relative, employee, officer, or partner of the Licensee, and is not related to any employee, officer, or partner of the Licensee. *Id.* § 8-405(f)(1).

Finally, there was no rejection of good faith efforts to resolve the claim. *See Id.* § 8-405(d). The Licensee remedied some issues that the Claimant initially raised. However, after the Claimant traveled to Maryland and made herself available to meet the Licensee to discuss her concerns and proposed a meeting at the premises between April 23 – 28, 2021, the Licensee did not make himself available. He did not offer persuasive testimony as to why he could not take

time from his schedule to address the Claimant's concerns. For this reason, I do not consider his subsequent offers to constitute good faith efforts to resolve the claim.

## **II. Amount of Recovery from the Fund**

Having found that the Claimant is eligible for compensation from the Fund, I consider whether she has established that she sustained an actual loss as a result of the unworkmanlike and incomplete home improvement. The Claimant identified her actual loss as \$10,265.00 on her claim form. She supported that contention with an estimate from DA Improvements LLC, which the Licensee argued unnecessarily replaces the entire project and includes use of upgraded materials.

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. Where the contractor performed some work under the contract, and the claimant has retained or intends to retain other contractors to complete or remedy that work, as is the case here, the following formula is used to measure the actual loss:

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). 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).

As noted above, the Claimant submitted evidence of the costs to completely redo the project. The estimate for complete replacement of the Licensee's work in no way accurately represents the amount the Claimant would be required to pay to remedy areas proven to be

unworkmanlike and incomplete in this case.<sup>11</sup> Rather, the appropriate amount would be based on the needed repair work acknowledged by the Licensee (unworkmanlike home improvement) as well as any permit fee and any late charges (incomplete home improvement). There was no evidence as to what these amounts would be.<sup>12</sup> Absent such evidence, the amount of the Claimant's actual loss cannot be determined, and therefore, I conclude that the Claimant failed to establish an actual loss.

**PROPOSED CONCLUSION OF LAW**

I conclude that the Claimant has not met her burden of proof to establish that she sustained an actual loss as a result of the Licensee's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c).


**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.

July 28, 2022  
Date Decision Issued

  
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Tracey Johns Delp  
Administrative Law Judge

TJD/emh  
#199735

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<sup>11</sup> Even if the Claimant had established other defects in the Licensee's work, the evidence did not begin to establish that a complete removal and replacement of the Licensee's work would be necessary.

<sup>12</sup> DA Improvements LLC's estimate makes no mention of permit costs.

PROPOSED ORDER

*WHEREFORE, this 16<sup>th</sup> day of September, 2022, 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.*

*Chandler Louden*

*Chandler Louden*

*Panel B*

*MARYLAND HOME IMPROVEMENT  
COMMISSION*