

<p>IN THE MATTER OF THE CLAIM</p> <p>OF EMILY BOMGARDNER,</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 JOHN ATTILIIS,</p> <p>T/A HANDYMAN PLUS, LLC,</p> <p>RESPONDENT</p>	<p>* BEFORE KRISTIN E. BLUMER,</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.: LABOR-HIC-02-22-06493</p> <p>* MHIC No.: 21 (75) 967</p>
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PROPOSED DECISION

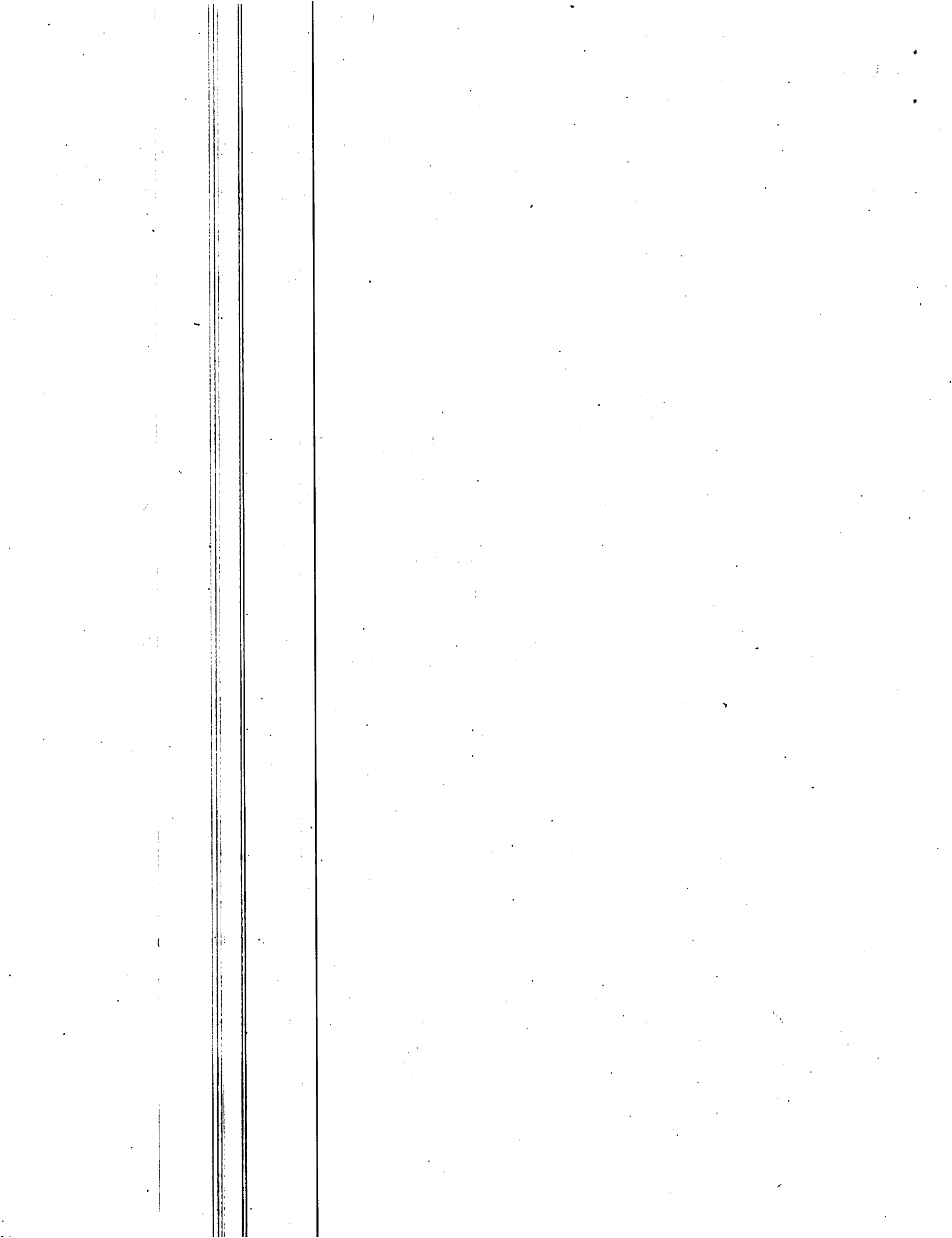
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STATEMENT OF THE CASE

On August 27, 2021,¹ Emily Bomgardner (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor, for reimbursement of \$4,200.00 for actual losses allegedly suffered as a result of a home improvement contract with John Attiliis, trading as Handyman Plus, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to 8-411 (2015 & Supp. 2022).² On March 2, 2022, the MHIC issued a Hearing Order on the Claim. On March 17,

¹ The Claimant dated the claim form August 27, 2021. The Maryland Home Improvement Commission received the claim form on September 1, 2021.

² Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code and shall be abbreviated "Bus. Reg."



2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On June 2, 2022, the OAH issued a Notice to the parties, indicating that an in-person hearing was scheduled for July 29, 2022.³ On July 28, 2022, the OAH received a request to postpone the hearing from the Claimant, due to documented illness. Code of Maryland Regulations (COMAR) 28.02.01.16E. I granted the postponement on July 28, 2022. COMAR 28.02.01.16C. On or about July 29, 2022, the Respondent requested that the hearing proceed remotely because he moved out of state. COMAR 28.02.01.20B. On August 22, 2022, I convened a remote Pre-Hearing and Scheduling Conference (Conference) to schedule a new hearing date and address the Respondent's request for a remote hearing. COMAR 28.02.01.17. At the Conference, I granted the Respondent's request to conduct the hearing remotely. COMAR 28.02.01.20B(1)(b). The parties agreed to a remote hearing date of September 29, 2022, at 9:30 a.m. On August 25, 2022, I issued a Pre-Hearing Conference Report and Scheduling Order.

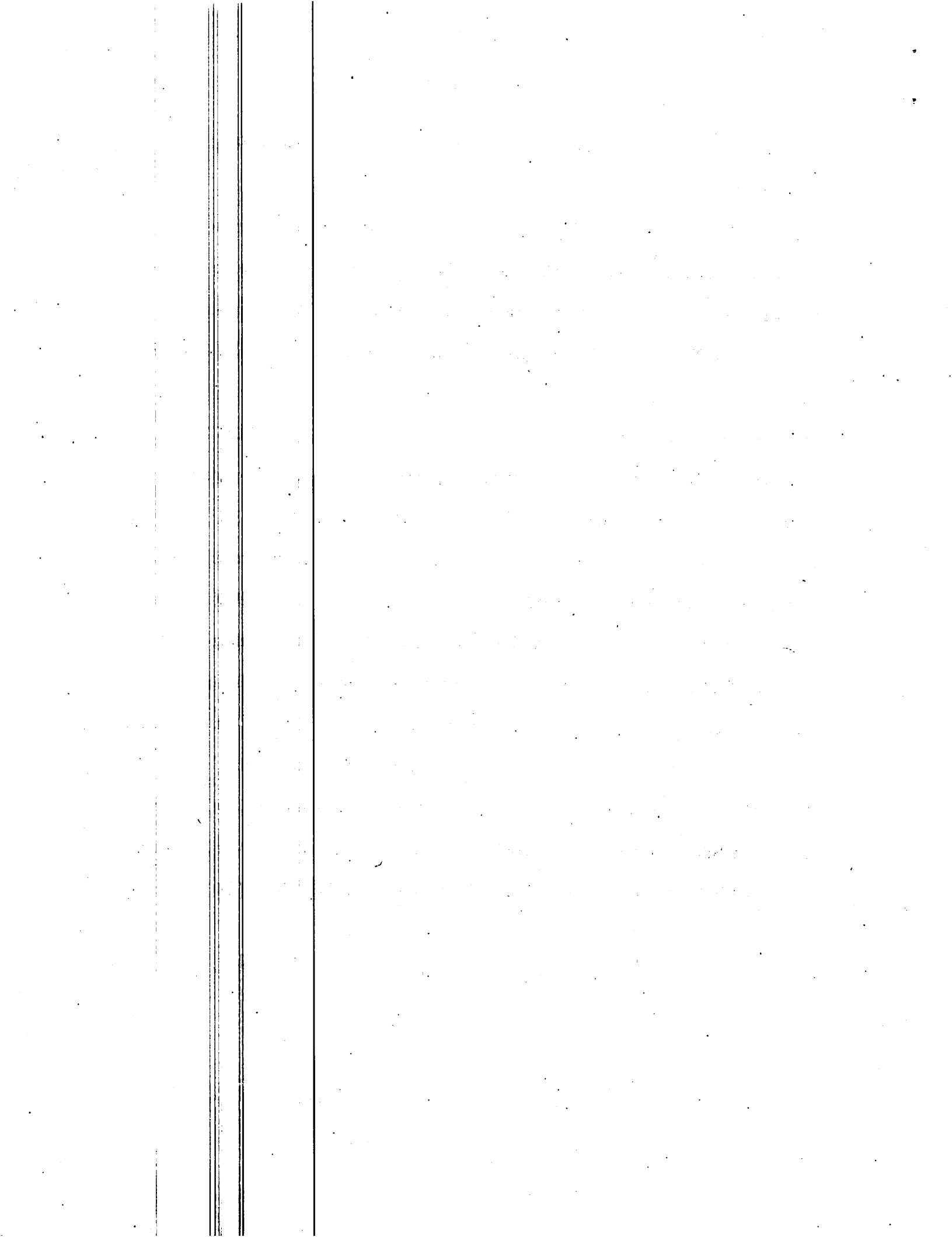
On September 29, 2022, I conducted a remote hearing. Bus. Reg. §§ 8-407(a), 8-312; COMAR 28.02.01.20B(1)(b). Hope Sachs, Assistant Attorney General, Department, represented the Fund. The Claimant represented herself. The Respondent represented himself.

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; 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?

³ The OAH scheduled a prior in-person hearing for May 17, 2022, which was postponed by an OAH clerk on May 16, 2022, because the Assistant Attorney General assigned to the case at that time provided documentation of illness.



2. If so, what is the amount of the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

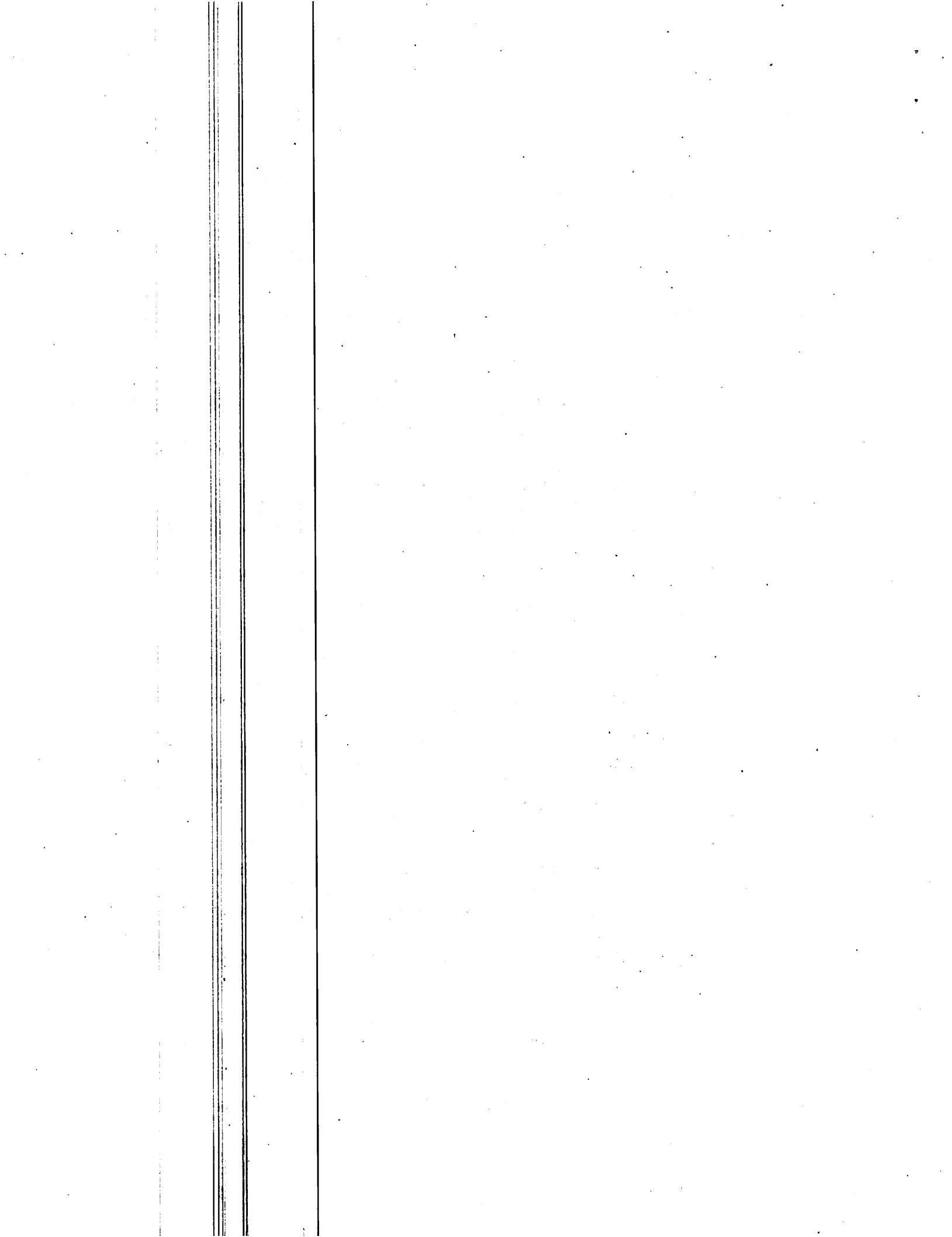
I admitted the following exhibits offered by the Claimant:

- Clmt. Ex. 1: Complaint Form, Department of Labor, Home Improvement Commission, April 21, 2021
- Clmt. Ex. 2: Various documents, including:
- JT Home Remodeling, Division of Handyman Plus, LLC, proposal⁴ for full bathroom, September 14, 2020 (pp. 1-2)
 - JT Home Remodeling, Division of Handyman Plus, LLC, proposal⁵ for powder room, September 14, 2020 (pp. 3-4)
 - JT Home Remodeling, Division of Handyman Plus, LLC, proposal⁶ for wainscot, barndoor, and radiator installation, March 29, 2021 (p. 5)
 - Front and back of check #115 from the Claimant to the Respondent, \$2,000.00, March 30, 2021 (p. 6)
 - Front and back of check #1535 from the Claimant to the Respondent, \$3,500.00, March 2, 2021 (p. 7)
 - List of materials, undated (p. 8)
- Clmt. Ex. 3: Various documents, including:
- Contact log, various dates (pp. 1-3)
 - Copies of text messages between the Claimant and the Respondent, various dates (pp. 4-6)
 - Emails between the Claimant and the Respondent, various dates (pp. 7-16)
 - Verizon telephone records, billing period February 23, 2021 to March 22, 2021 (pp. 17-19)
 - Verizon call log, March 23, 2021 to April 20, 2021 (pp. 20-22)
- Clmt. Ex. 4: Various documents, including:
- Three photographs of powder room before demolition, March 16, 2021 (p. 1)
 - Three photographs of powder room after demolition, March 18, 2021 (p. 2)
 - Four photographs of powder room during construction, March 30, 2021 to April 1, 2021 (p. 3)
 - Six photographs of powder room after work stopped, April 16, 2021 (p. 4)

⁴ This proposal contains a section for the date and signatures of the Claimant and Respondent, but it is undated and unsigned.

⁵ This proposal contains a section for the date and signatures of the Claimant and Respondent, but it is undated and unsigned.

⁶ This proposal contains a section for the date and signatures of the Claimant and Respondent, but it is undated and unsigned.



Clmt. Ex. 5: Various documents, including:

- Home Improvement Claim Form, Department of Labor, Home Improvement Commission, August 27, 2021 (p. 1)
- Claimant's supporting documentation, including photographs, receipts, Southwind Electric, Inc. Invoice, and That Kitchen Place Proposal, various dates (pp. 2-4)

I admitted the following exhibits offered by the Fund:

Fund Ex. 1: Notice of Hearing, August 22, 2022

Fund Ex. 2: MHIC Hearing Order, March 2, 2022

The Respondent did not offer any exhibits.

Testimony

The Claimant testified and presented the testimony of Caroline Bomgardner.

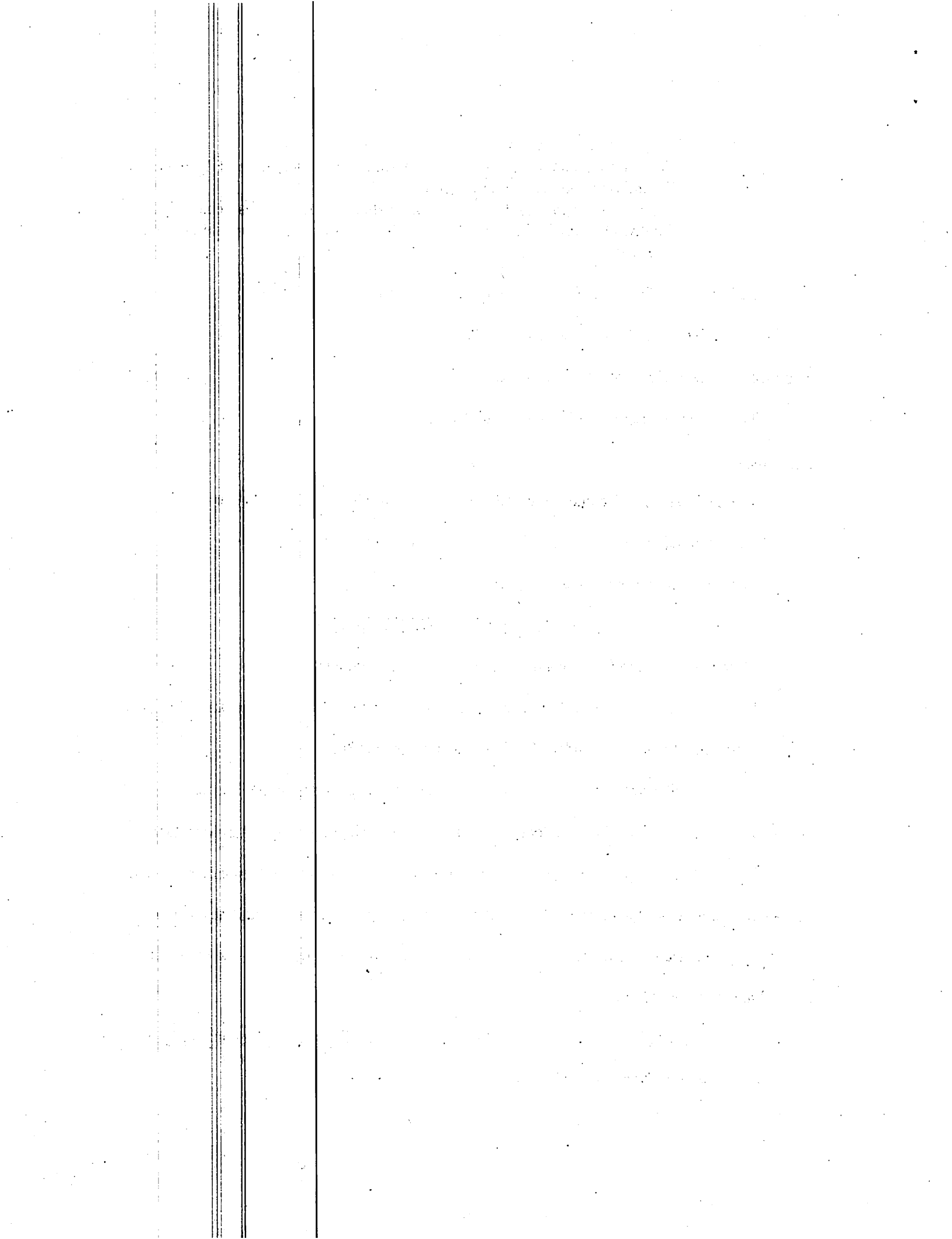
The Respondent testified and did not present other witnesses.

The Fund did not present 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 118303.
2. At all relevant times, the Claimant owned and resided in a home located in Baltimore, Maryland. The Claimant does not own any other residential property in Maryland.
3. On an unspecified date in March 2021, the Claimant and the Respondent entered into an oral contract to demolish the Claimant's existing powder room and install new ceramic tile flooring, new vanity with sink, new toilet, new mirror, new light, new door, and complete drywall and painting (Contract).
4. The original agreed-upon Contract price was \$3,100.00, which included payment of a deposit of \$1,000.00 and a final payment of \$2,100.00.



5. The Contract did not identify specific dates for the work to begin or be completed, nor did the Contract specify dates by which payment must be made.

6. On an unspecified date in March 2021, the Claimant and the Respondent also entered into an oral contract to renovate the Claimant's upstairs bathroom (Second Contract).

7. The agreed-upon cost for the Second Contract was \$7,850.00, which included payment of a deposit of \$2,500.00, a second payment of \$2,500.00 after demolition and installation of cement board and drywall, and a final payment of \$2,850.00.

8. The Second Contract did not identify specific dates for the work to begin or be completed, nor did the Second Contract specify dates by which payment must be made.

9. The Claimant requested that the Respondent start work on the Second Contract after completion of the Contract so that she did not have two bathrooms under renovation, and therefore unusable, at the same time. The Respondent agreed.

10. On March 2, 2021, the Claimant paid the Respondent the deposits of \$1,000.00 for the Contract and \$2,500.00 for the Second Contract by one personal check in the total amount of \$3,500.00.

11. On March 18, 2021, the Respondent started work under the Contract.

12. During the demolition phase, the Respondent observed ductwork in the wall that blocked the area in which the Claimant had hoped to install a pocket door.

13. On or about March 29, 2021, the Claimant and the Respondent orally agreed to a change order to the Contract that included installation of wainscoting on the lower portion of the powder room wall, installation of a barndoor in lieu of the pocket door, and installation of a new radiator (Change Order).

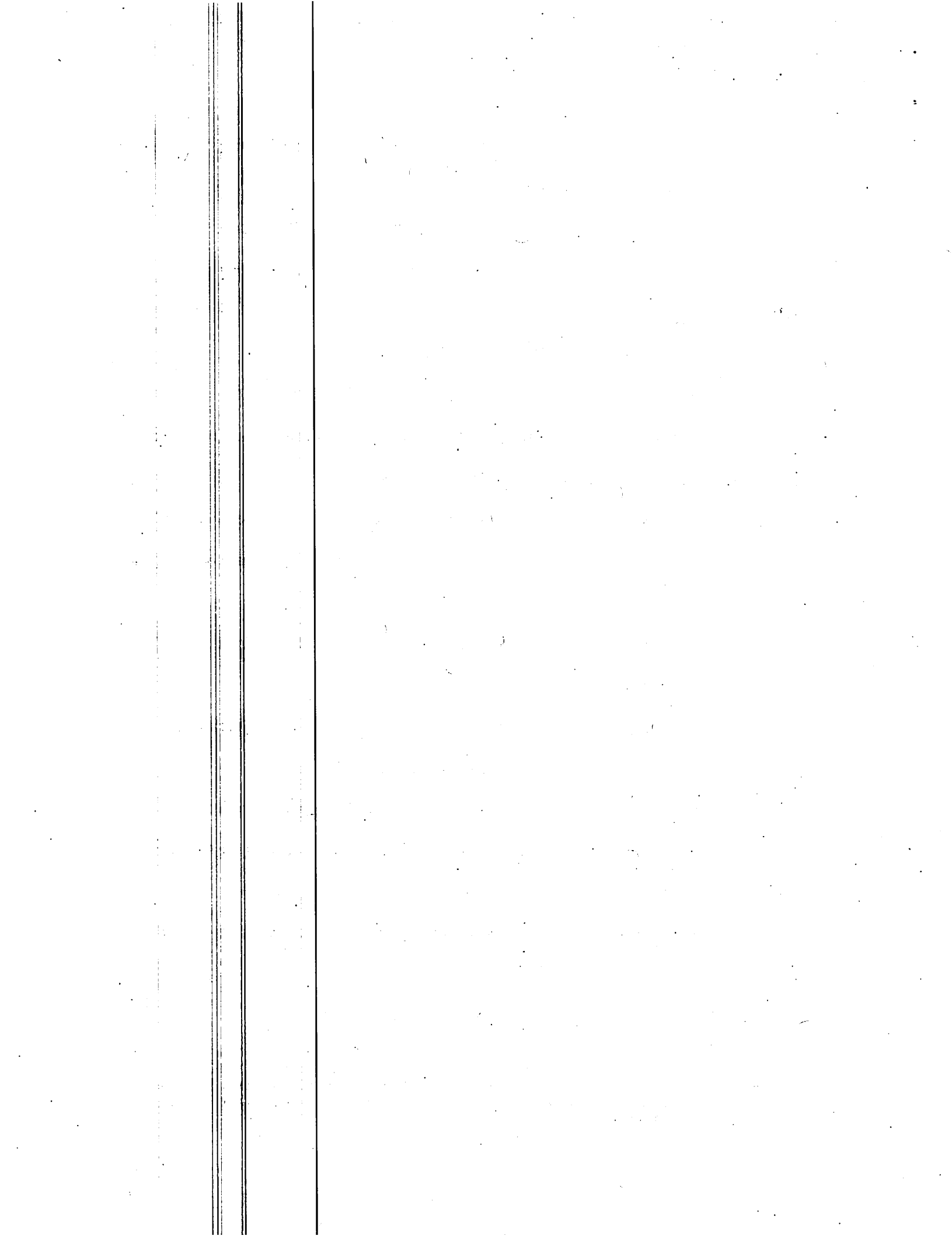
14. The cost of the Change Order was an additional \$1,900.00, which included payment of a deposit of \$1,100.00 for materials and a final payment of \$800.00.

15. The Change Order did not identify specific dates for the work to begin or be completed, nor did the Change Order specify dates by which payment must be made.
16. The Change Order raised the total price of the Contract to \$5,000.00.⁷
17. On March 30, 2021, the Claimant paid the Respondent \$2,000.00 by personal check.
18. The Claimant paid the Respondent \$5,500.00 in total.⁸
19. The Claimant paid the Respondent \$3,000.00 under the Contract.⁹
20. On April 9, 2021, the Claimant notified the Respondent that the vanity top that had been delivered for the powder room was the wrong color.
21. On April 12, 2021, the Respondent notified the Claimant that an exchange of the vanity top for the same model in a different color would necessitate another change order with a cost of \$300.00.
22. On April 12, 2021, the Claimant refused to agree to the change order for the exchange of the vanity top.
23. On April 12, 2021, the Claimant terminated the Second Contract during the disagreement over the change order for the exchange of the vanity top.
24. On the morning of April 13, 2021, the Respondent's employee arrived at the Claimant's home to continue working, but left soon thereafter without notifying the Claimant or performing any work.
25. Neither the Respondent nor his employees returned to the Claimant's home after April 13, 2021.

⁷ The original Contract price of \$3,100.00, plus the Change Order cost of \$1,900.00, equals \$5,000.00.

⁸ The March 2, 2021, payment of \$3,500.00, plus the March 30, 2021, payment of \$2,000.00, equals \$5,500.00.

⁹ The two payments that the Claimant made to the Respondent totaling \$5,500.00, less the \$2,500.00 deposit for the Second Contract, equals \$3,000.00.



26. Between April 14 and 16, 2021, the Claimant contacted the Respondent by text messages, telephone calls, voicemails, and emails, requesting that he finish the work under the Contract. The Respondent did not reply.

27. After April 16, 2021, the Respondent failed to complete the work in the powder room pursuant to the Contract.

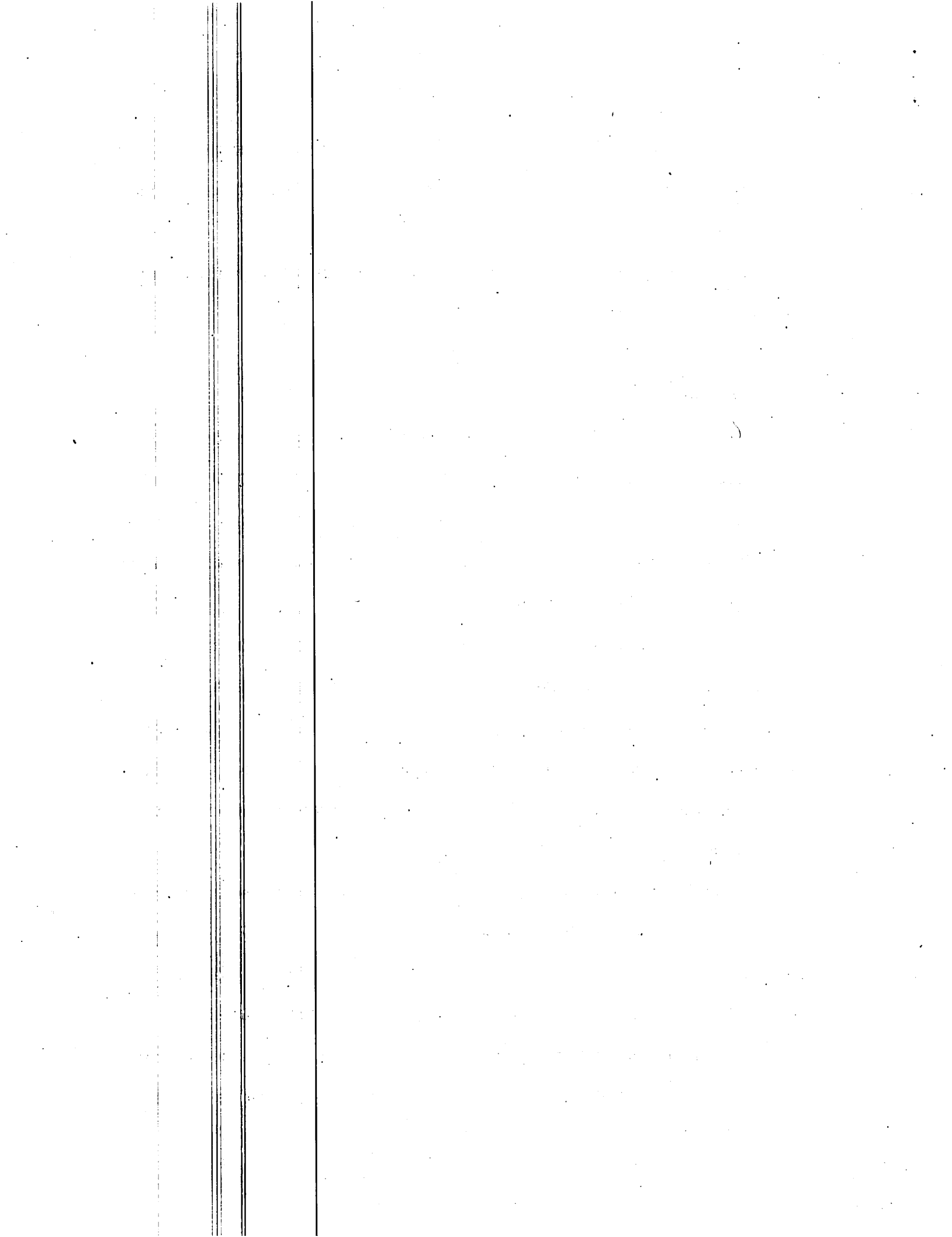
DISCUSSION

Legal Framework

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2021); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is “more likely so than not so” when all the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

An owner may 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 Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor.”). “[A]ctual loss’ means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Bus. Reg. § 8-401.

By statute, certain claimants are excluded from recovering from the Fund altogether. In this case, there are no such statutory impediments to the Claimant’s recovery. 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) (2015 & Supp. 2022). The Claimant resides in the home that is the subject of the claim and does not own more than three dwellings. *Id.* § 8-405(f)(2) (Supp. 2022). The parties did not enter into a valid



agreement to submit their disputes to arbitration. *Id.* §§ 8-405(c), 8-408(b)(3) (2015 & Supp. 2022). The Claimant is not a relative, employee, officer, or partner of the Respondent and is not related to any employee, officer, or partner of the Respondent. *Id.* § 8-405(f)(1) (Supp. 2022).

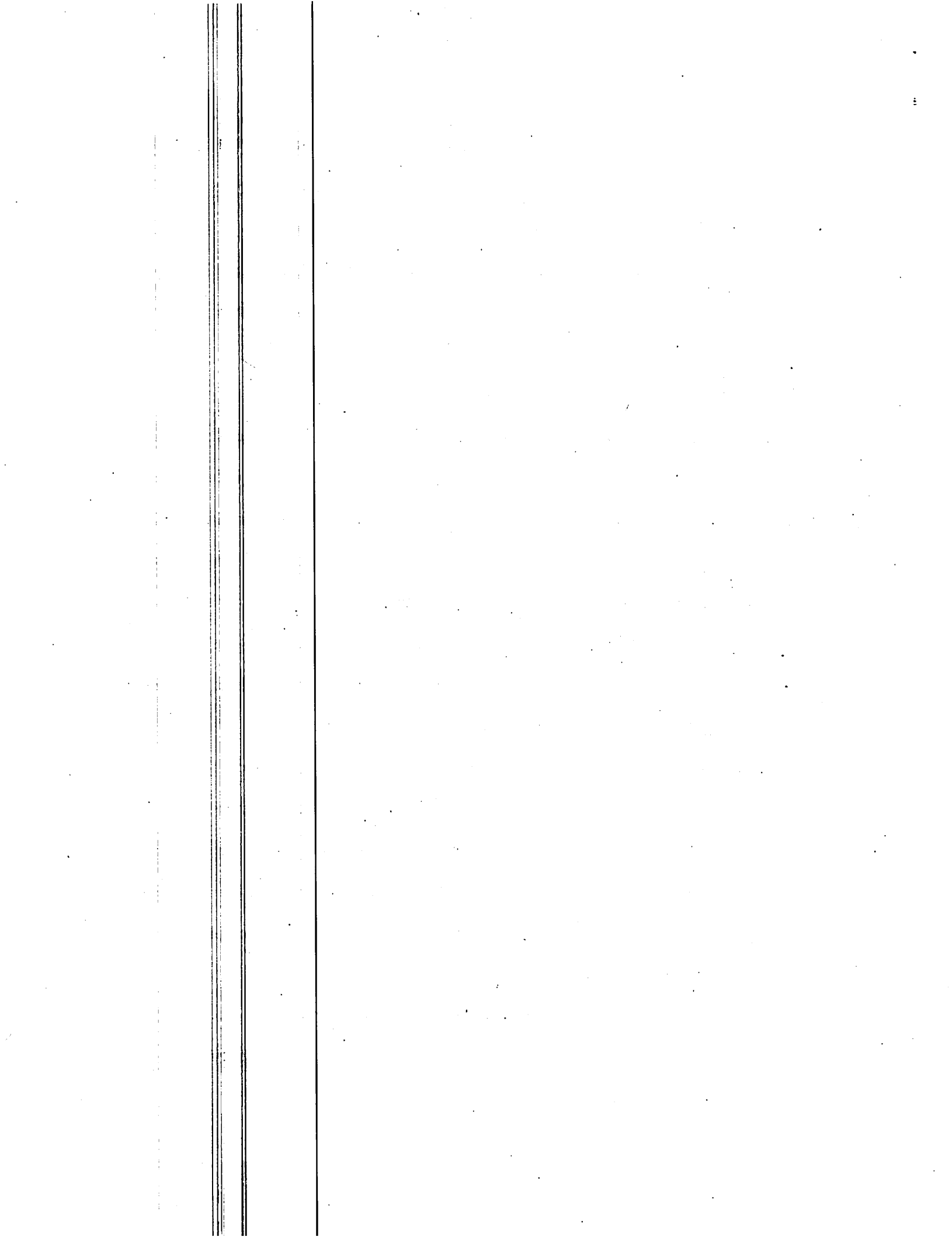
For the following reasons, I find that the Respondent performed unworkmanlike, inadequate, or incomplete home improvements. I further find that the Claimant has proven eligibility for compensation.

The Positions of the Parties

The Claimant argued that the Respondent failed to timely complete the powder room renovation and then left the work incomplete. She asserted that the Respondent did not order the materials for the job between the payment of the deposit and the start of the demolition, which caused delays. After the Claimant advised the Respondent that she did not wish for him to start or complete the Second Contract, the Respondent then stopped contacting her and failed to complete the work on the powder room, despite the Claimant's requests that he do so. The Respondent failed to purchase and install the sink and toilet, and failed to install the baseboard heater, lighting, and mirror. Painting and clean up was also abandoned.

The Claimant argued that the Respondent's work in installing the barndoor for the powder room was unworkmanlike and inadequate, because the door itself was the wrong kind of door, it was installed improperly, and brackets used on the door were incorrect. The Claimant explained that she hired an electrician to complete the electrical work on the powder room and finished the rest of it herself; she provided documentation of what she paid to complete the job after the Respondent stopped the work.

The Respondent acknowledged that the work on the powder room was delayed but argued that the Claimant caused the delay and interfered with the process by changing her mind



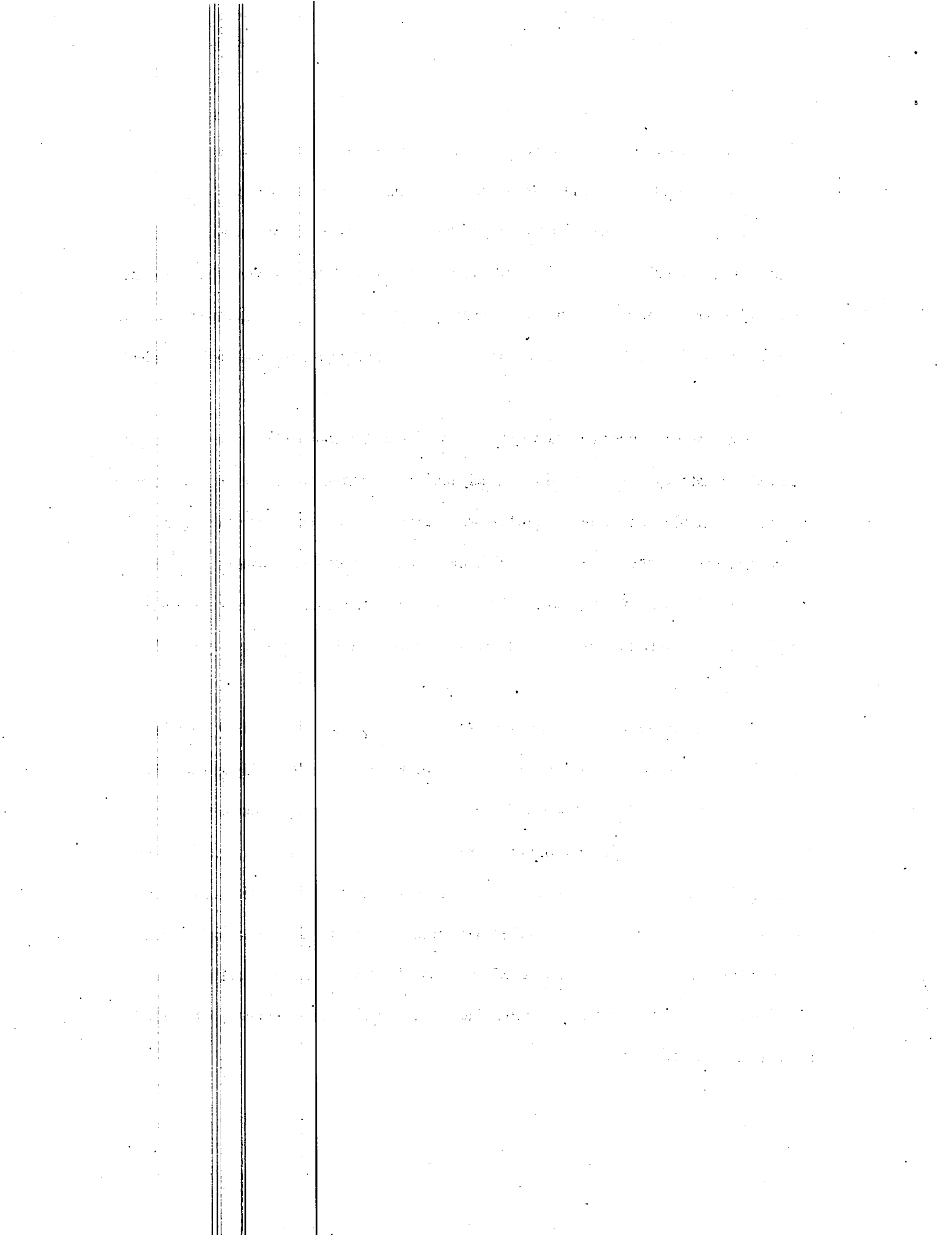
about the fixtures and details of the work. The Respondent did not dispute that the powder room was left unfinished, but asserted that the Claimant terminated him from the job.

The Fund asserted that the Claimant met her burden to establish that the work under the Contract was incomplete. The Fund argued that a finding as to whether the work that was done was inadequate, as well as a finding as to whether the Claimant canceled the Contract as a result of canceling the Second Contract, turned on the credibility of the Claimant and the Respondent.

Analysis

The Claimant argued that the work performed by the Respondent under the Contract was delayed and that the Respondent failed to timely order the materials needed for the work to begin on time. She testified that some of the delays were necessary because of required changes, such as the change to a barndoor due to ductwork in the wall that prevented the installation of the pocket door. She stated the Respondent often was not in contact with her while the work was ongoing and that some days, someone showed up to work, and other days, no one appeared. (Clmt. Ex. 3, pp. 1-2.)

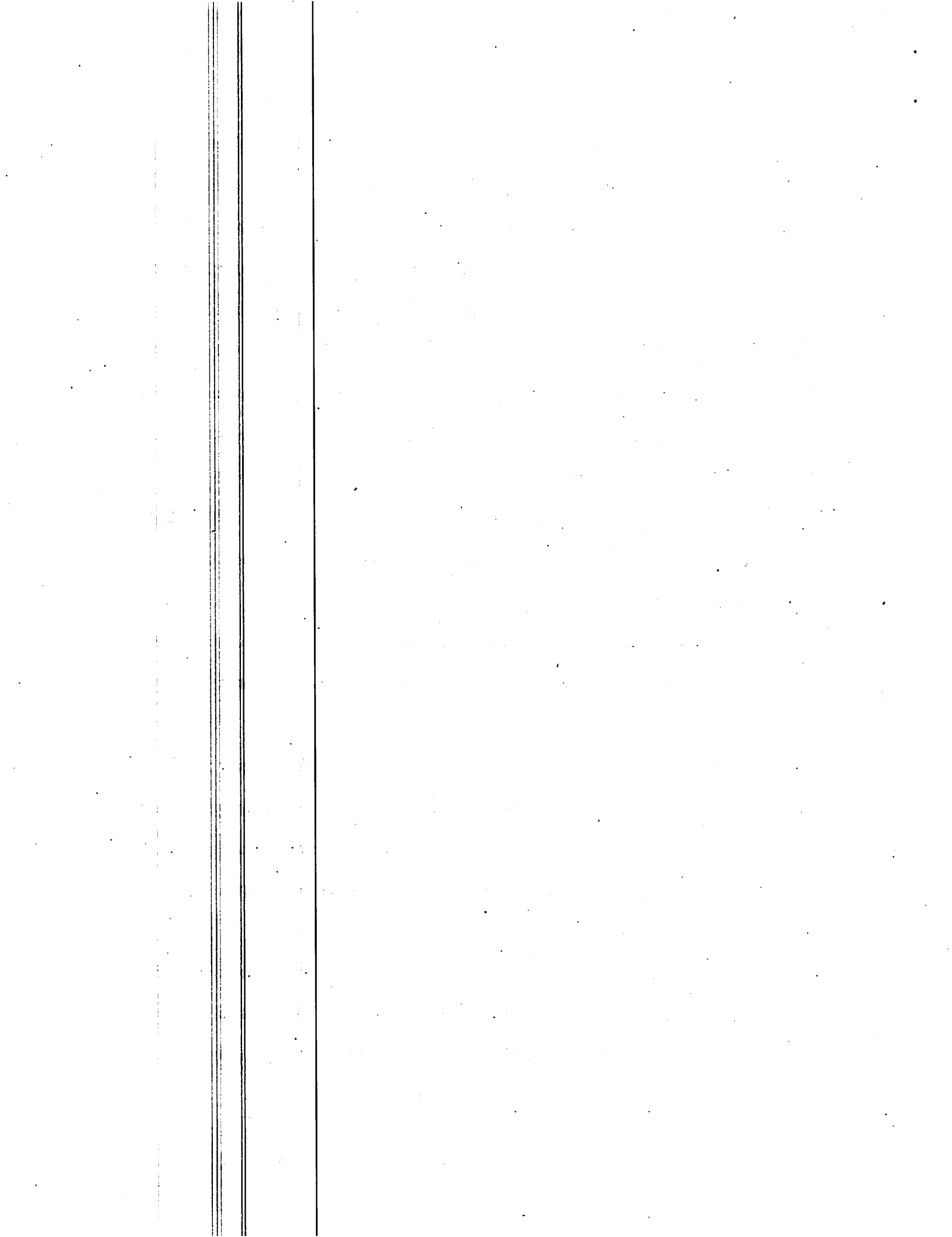
The Claimant explained that she looked at the vanity online and she did not see it in person before it was ordered. On April 9, 2021, one of the Respondent's employees called her into the room to look at the vanity top after the box was opened; when she looked at the vanity top in person, she realized that the color was wrong. (*Id.*, p. 2.) She testified that she found the vanity top in the desired color at a local store and advised the Respondent that it was available. On April 12, 2021, the Respondent told the Claimant that if she wanted him to complete the vanity top exchange, he would charge her \$300.00. (*Id.*) The Claimant stated that she found the \$300.00 charge to be unacceptable and refused to pay it, notifying the Respondent of her refusal to pay it that same day. (*Id.*)



The Claimant testified that on April 12, 2021, at the time of the dispute about the exchange of the vanity top, the work under the Contract had been ongoing for almost four weeks, when it was supposed to be completed within two or three days. She stated that she told the Respondent she did not wish for him to do the work under the Second Contract due to the delays in completing the Contract, but she expected that the Respondent would finish the powder room. (*Id.*, pp. 3, 6.) The Respondent stopped work on the powder room on April 13, 2021. (*Id.*, p. 3.) On April 16, 2021, the Claimant sent the Respondent an email requesting that he complete work on the powder room under the Contract. (*Id.*, p. 16.) The Respondent failed to reply. Caroline Bomgardner, the Claimant's mother, testified that she also attempted to reach out to the Respondent during this time, and he did not respond to her, either. After April 13, 2021, the last date that the Respondent worked under the Contract, he failed to reply to the Claimant's many attempts to have him complete the Contract.

The Claimant stated that when the Respondent stopped showing up to the job, the toilet had not been ordered or installed, the vanity top, sink, mirror, light fixture and baseboard heater were not installed, and the powder room had not been painted. Additionally, she was not satisfied with the barndoor that the Respondent had installed, noting that the door was fashioned from an inexpensive interior door and was not properly attached or finished. She explained that the door scraped along the floor when opened or closed and left shards of wood behind. She further testified that the initial brackets were the wrong color and she had to request that the Respondent order and install the correct color.

The Claimant stated that she obtained an estimate from another contractor to finish the powder room, for a total of \$1,984.72, but she did not choose to have that contractor do the work. (Clmt. Ex. 5, p. 4.) Instead, she hired an electrician to perform the electrical work and

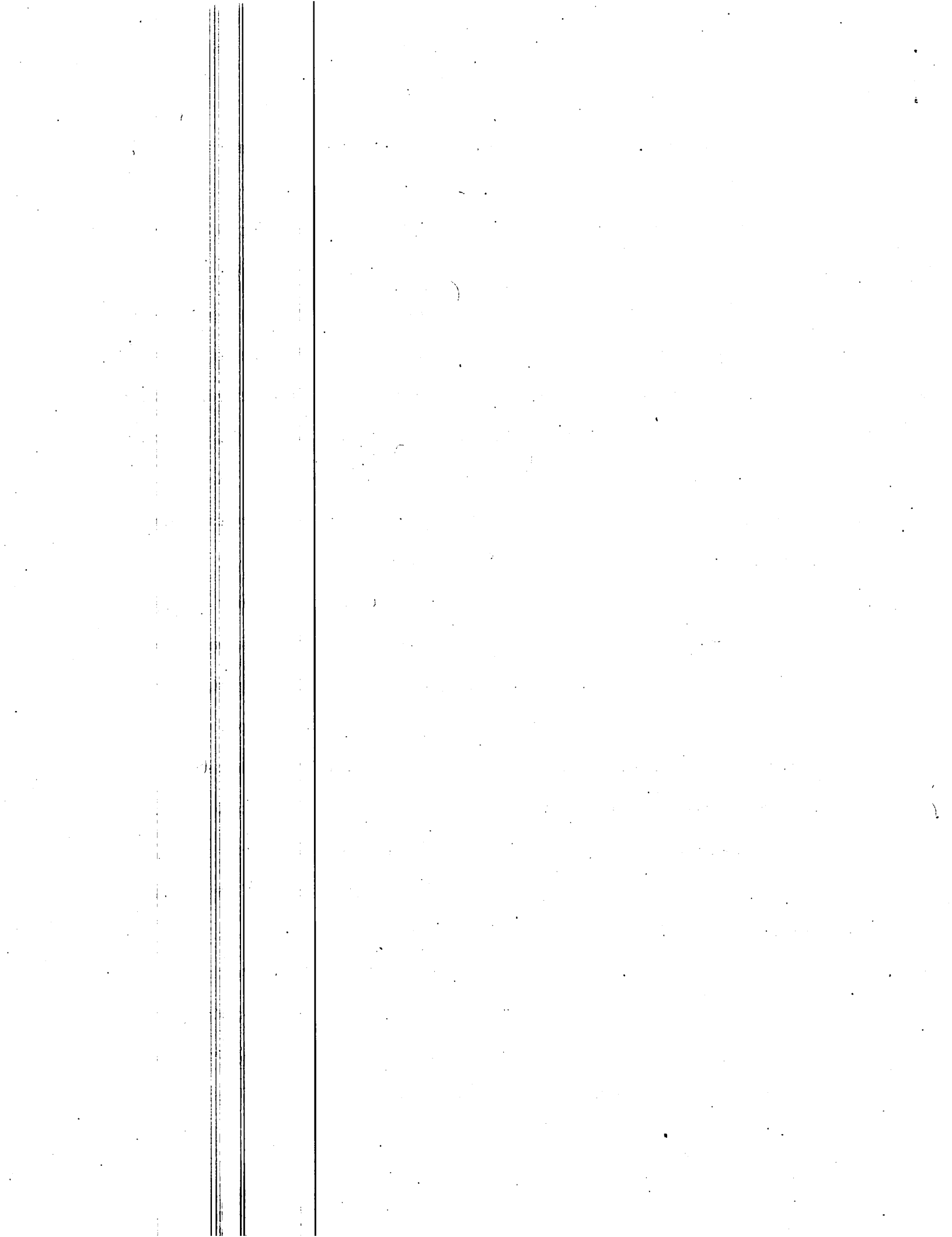


completed the work under the Contract herself after purchasing the needed materials. (*Id.*, p. 3.) She noted that she did not have the bottom of the barndoor fixed.

The Respondent testified that the Claimant caused the delays in the work because she changed her mind numerous times and “interfered with the process.” He explained that the \$300.00 charge to exchange the vanity top was necessary because he would have pay one of his employees to go to the store, perhaps wait in line, and exchange it, and that the process could take a while. He stated that she then canceled the Contract, which is why he never responded to her after she refused to pay to exchange the vanity top. When confronted with the text message in which the Claimant stated that she was canceling the Second Contract, not the Contract, he then revised his testimony and stated that he did not finish the powder room because he was waiting for the Claimant to agree to the \$300.00 charge to exchange the vanity top.

I find that the Claimant has met her burden to establish that the work under the Contract was unworkmanlike, inadequate, and incomplete. The Claimant’s credible testimony, supported by the photographs of the state of the powder room after April 16, 2021, clearly establishes that the Respondent did not finish the work pursuant to the Contract. (Clmt. Ex. 4, p. 4.) The Respondent attempted to excuse his failure to complete the Contract by trying to assert that the Claimant cancelled it. However, the Claimant noted that she terminated the Second Contract in a text message to the Respondent on April 12, 2021. (Clmt. Ex. 3, p. 6.) Her other communications, that day and in the days that followed, clearly indicated that she wished for the Respondent to complete the powder room. (*Id.*, pp. 6, 14-16.)

After these communications were pointed out to the Respondent at the hearing, he claimed that he did not complete the Contract because he was waiting for the Respondent to agree to the \$300.00 charge to exchange the vanity top. I do not find any credible evidence that the Claimant cancelled the Contract, thereby relieving the Respondent of his obligation to

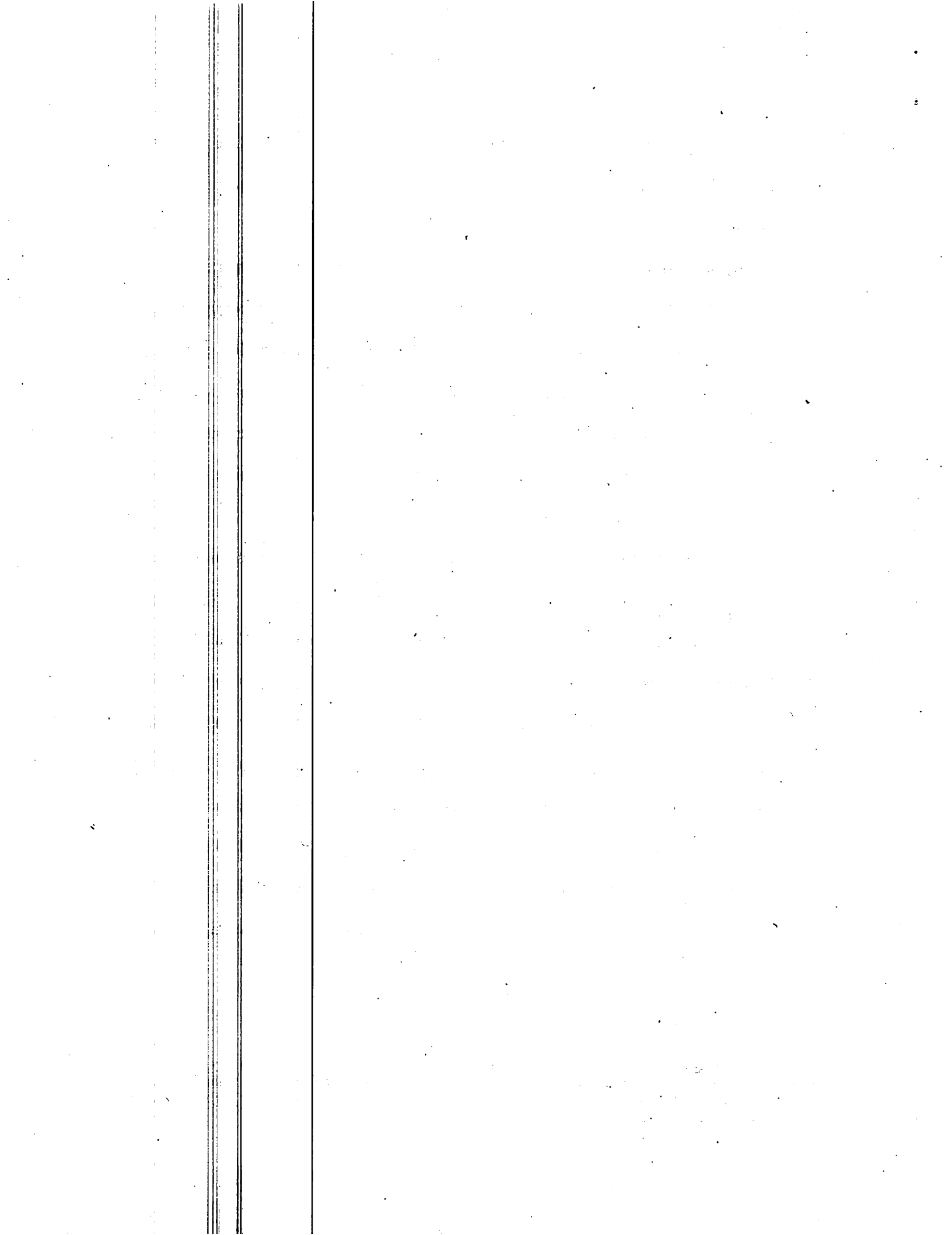


complete the work. Moreover, there is no evidence that the Respondent told the Claimant that he was waiting for the Claimant to agree to the \$300.00 change order before completing the job. The Respondent's assertion on this point fails.

I further find that the barndoor installation is an unworkmanlike or inadequate home improvement. The Claimant described the problems that she had with the barndoor, noting that the bottom of the door had to be carved out to lay it on the track, and that it still leaves shards of wood on the floor every time it is used. She noted that she fixed the other problems with the barndoor, but has not addressed the issues with the bottom of it.¹⁰ The Respondent simply asserted that the choices for the door were limited due to the COVID-19 pandemic and blamed the issues with the door on the Claimant's interference.

I do not find that the delays in completing the Contract before the Respondent abandoned the job amount to unworkmanlike or inadequate home improvement. Neither the proposals nor the Contract established a time frame in which the work was to be completed. (Clmt. Ex. 2, pp. 3-5.) The demolition began on March 18, 2021. (*Id.*, p. 1.) The Respondent last showed up to work on the powder room on April 13, 2021. (*Id.*, p. 3.) The Claimant testified that the job was supposed to take no more than two to three days. However, the Claimant did request changes to the job at the end of March, to include adding the installation of wainscoting and the heater, as well as the change from a pocket door to a barndoor. (Clmt. Ex. 2, p. 5.) Additionally, the tile that the Claimant requested was not in stock and was not available for installation until approximately March 30, 2021. (Clmt. Ex. 3, p. 2.) While one month to complete the work may

¹⁰ The record before me contains no figures by which to calculate the cost to repair or replace the barndoor. The estimate that the Claimant obtained, but did not act upon, includes adjusting the barndoor and installing handles on it as two of several tasks falling under the heading "General Contractor Work," but does not identify specific costs for that work. (Clmt. Ex. 5, p. 4.)



seem too long, I do not find that the record before me supports a conclusion that this length of time was unreasonable, and therefore unworkmanlike or inadequate.

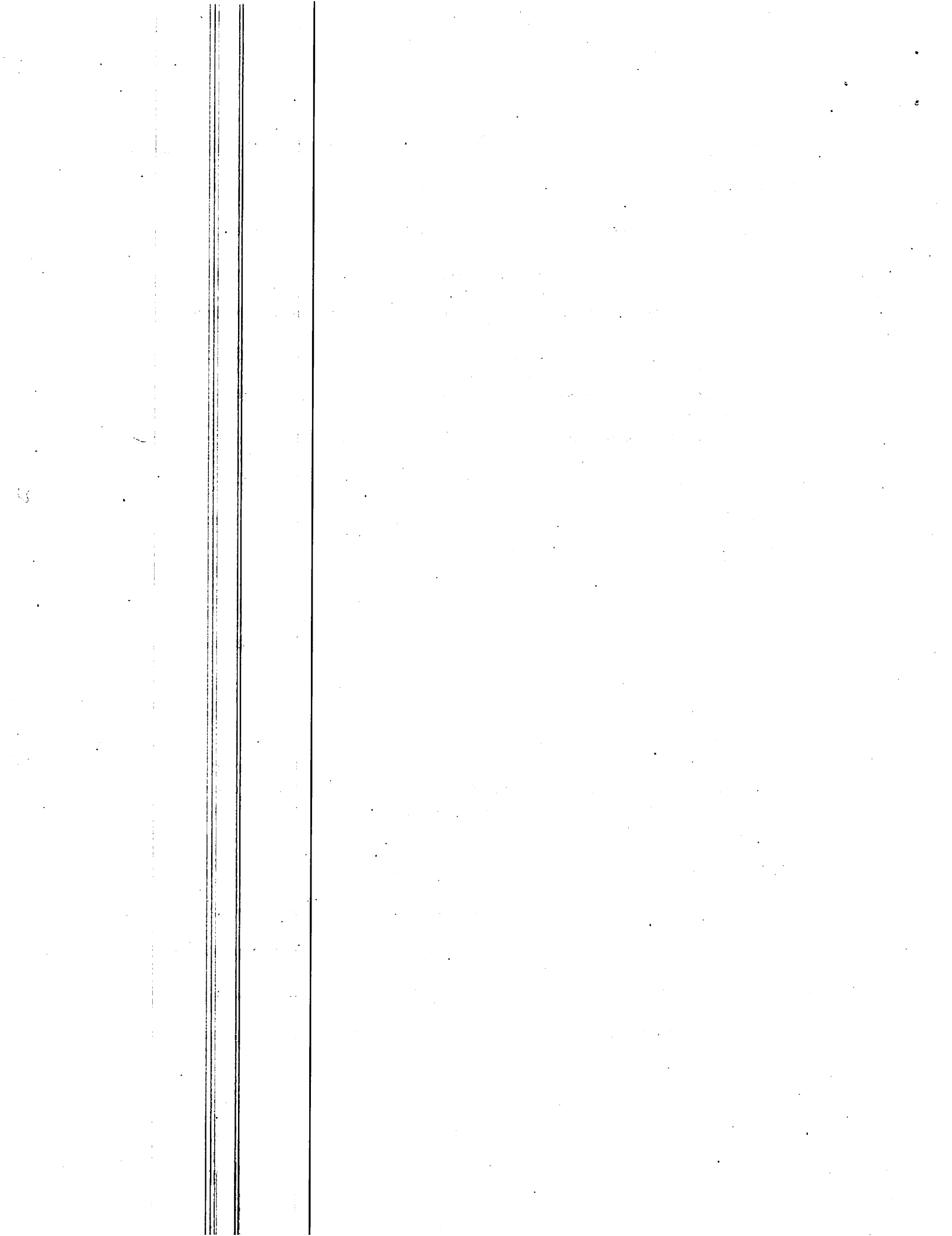
For the foregoing reasons, I find that the Claimant has met her burden to prove that some of the Respondent's work under the Contract was unworkmanlike and inadequate home improvement, and the Respondent left the job incomplete. Having found eligibility for compensation, I must determine the amount of 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) (Supp. 2022); 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. COMAR 09.08.03.03B(3)(a)-(c).

The Respondent performed some work under the Contract. The Claimant hired an electrician to complete the electrical work; she purchased materials and completed the balance of the job herself. Accordingly, the following formula appropriately measures the Claimant's actual loss:

If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor.

COMAR 09.08.03.03B(3)(b).

The Claimant asserted that she paid \$5,500.00 to the Respondent for the work under the Contract. (Clmt. Ex. 5, p. 1.) However, this assertion is not supported by the record before me or the Claimant's own testimony. While the total payments that the Claimant made to the Respondent amount to \$5,500.00, the evidence and testimony in this case clearly establishes that



\$2,500.00¹¹ of those funds were a down payment for the Second Contract, which the Claimant then canceled on April 12, 2021. I find that the Claimant paid the Respondent \$3,000.00 for the Contract, consisting of a deposit of \$1,000.00 paid on March 2, 2021, and \$2,000.00¹² paid on March 30, 2021.

The Claimant solicited an estimate from another contractor, but chose not to engage that contractor and completed the work herself. Therefore, to determine the Claimant's actual loss, I must first determine the value of any materials or services provided by the Respondent. To ascertain that sum, I must first calculate what the Claimant paid to complete what was left unfinished by the Respondent after she had paid him a total of \$3,000.00.

The Claimant testified that her costs to complete the job after the Respondent abandoned the Contract amounted to approximately \$1,200.00. She provided receipts of her purchases as follows:

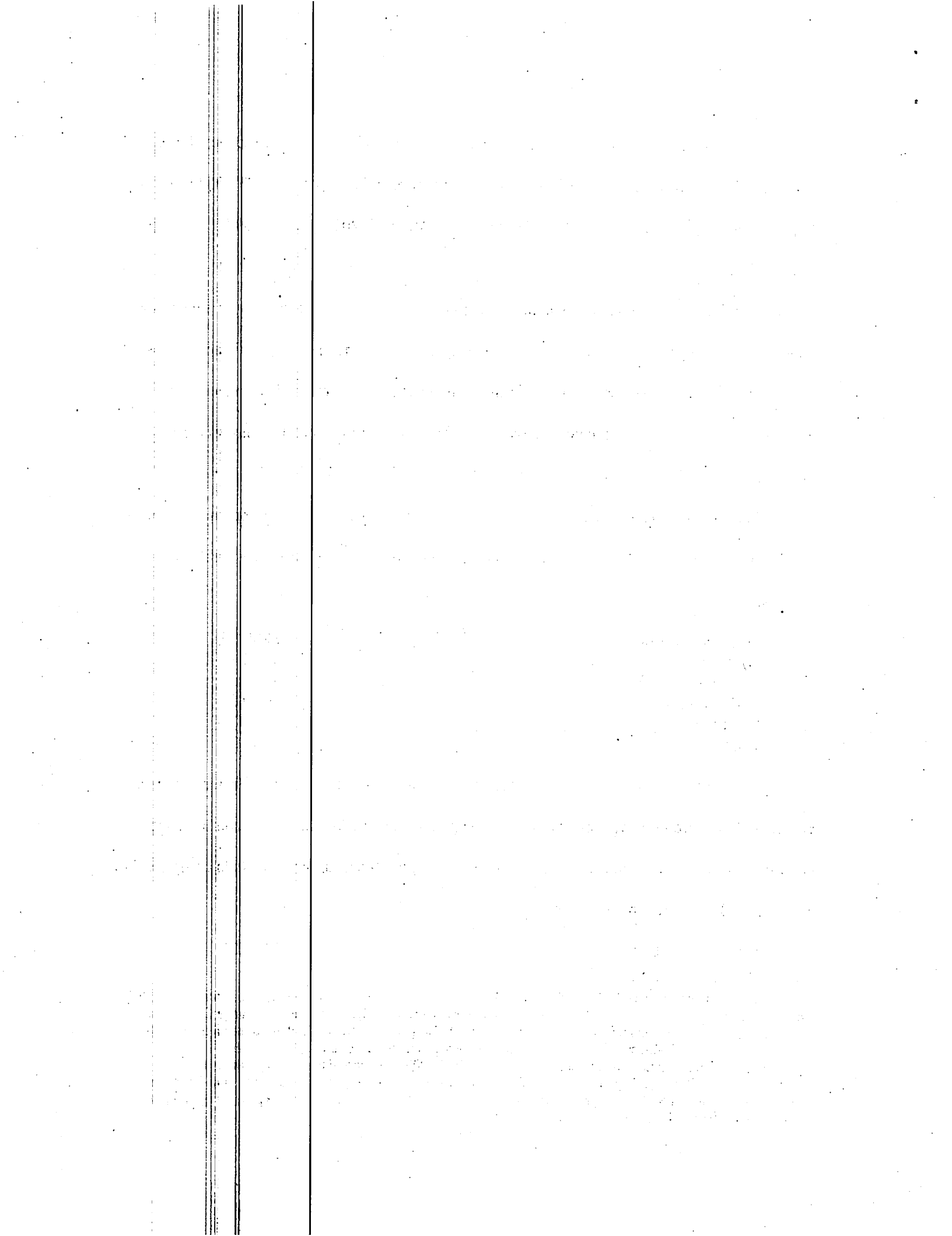
Toilet and mirror:	\$289.36
Wallpaper:	+\$74.18
Various supplies:	+\$48.51
Various supplies:	+\$50.32
<u>Vanity top:</u>	<u>+\$210.94</u>
Total:	\$673.31

(*Id.*, fig. 1-5.) She testified that she estimated her own labor costs at \$250.00. This amount was undisputed. She provided documentation that she paid an electrician \$260.00 to complete the needed electrical work. (Clmt. Ex. 5, p. 3, fig. 6.) Therefore, the Claimant's costs to complete the work under the Contract are tallied as follows:

Materials and Supplies:	\$673.31
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¹¹ The Claimant did not include the Second Contract in her Claim. (Clmt. Ex.5, p. 1.) On the Claim form, she noted that the value of the Contract was \$5,000.00 in total: the original price of \$3,100.00 plus the Change Order costs of \$1,900.00. (*Id.*) The Claimant may have a claim relating to the Respondent's alleged failure to return the \$2,500.00 deposit for the Second Contract; I make no findings or proposed conclusions of law as to that issue.

¹² The March 30, 2021 check made out to the Respondent for \$2,000.00 indicated that the payment is for "materials/demo." (Clmt. Ex. 2, p. 6.) The proposal for the Change Order, dated March 29, 2021, noted a required deposit in the amount of \$1,100.00. (*Id.*, p. 5.) There was no evidence or testimony from the parties regarding the specific costs to which the \$2,000.00 payment applied.



Claimant's Labor:	+\$250.00
<u>Electrician:</u>	<u>+\$260.00</u>
Amount paid to complete Contract:	\$1,183.31

To determine the value of any materials and services provided by the Respondent, I may reasonably conclude that the Respondent's work that the Claimant did not repair or complete was both workmanlike and adequate. Because the Claimant paid \$1,183.31 to complete the work for which the Respondent was paid \$3,000.00, I determine the value of any materials or services provided by the Respondent to be the difference between what the Claimant paid in total and what she paid to finish the work:

Amount paid by the Claimant to the Respondent:	\$3,000.00
<u>Amount paid by the Claimant to complete unfinished work:</u>	<u>-\$1,183.31</u>
Value of materials and services provided by the Respondent	\$1,816.69

Therefore, I calculate the recommended award under COMAR 09.08.03.03B(3)(b) as follows:

Amount paid to the Respondent:	\$3,000.00
<u>Value of materials and services provided by the Respondent:</u>	<u>-\$1,816.69</u>
Claimant's actual loss:	\$1,183.31

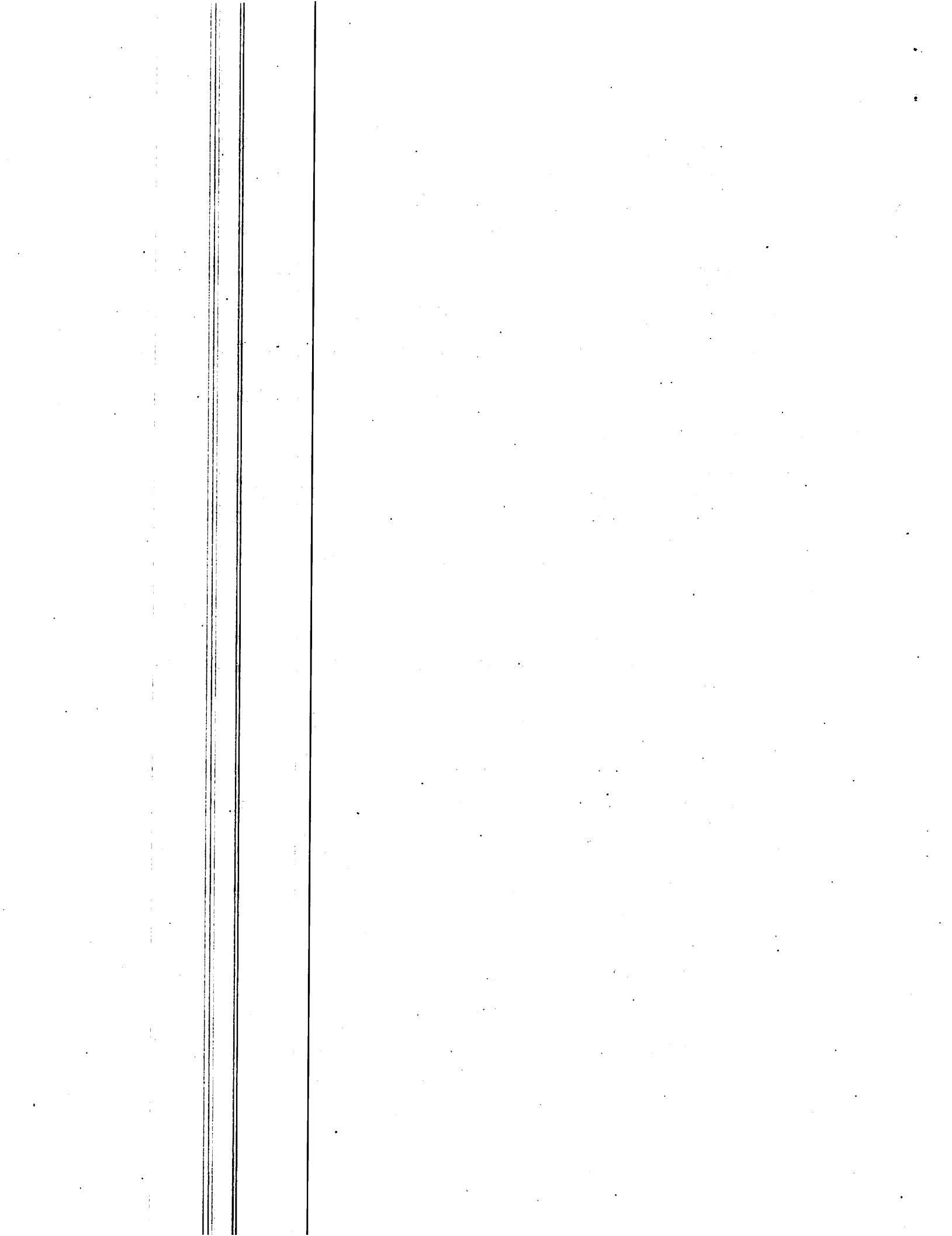
PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of \$1,183.31 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2022); COMAR 09.08.03.03B(3)(b). I further conclude that the Claimant is entitled to recover that amount from the Fund. Md. Code Ann., Bus. Reg. § 8-405(e)(5) (Supp. 2022); COMAR 09.08.03.03B(3)(b).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$1,183.31; and



ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission,¹³ and

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

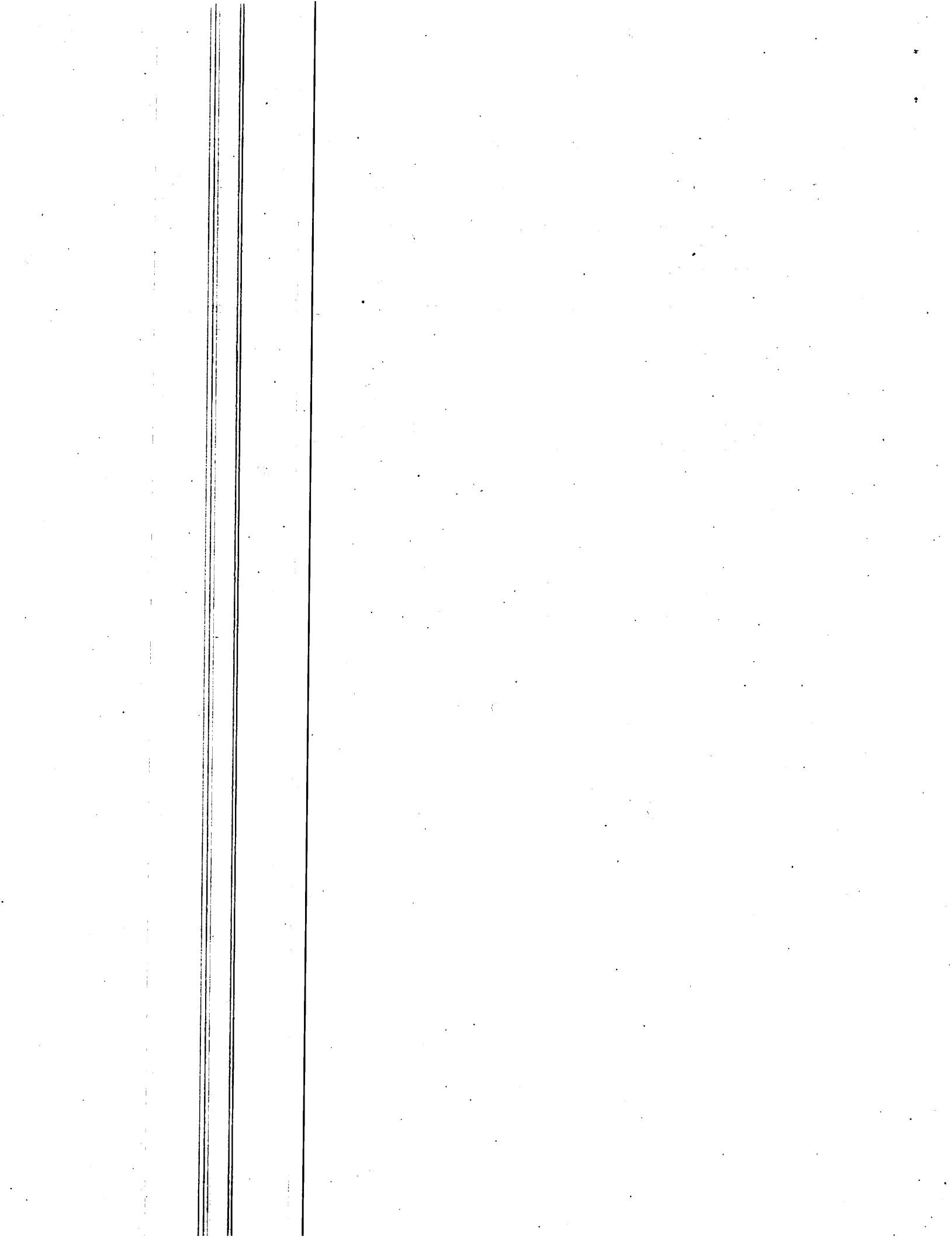
November 29, 2022
Date Decision Issued

Kristin E. Blumer

Kristin E. Blumer
Administrative Law Judge

KEB/dlm
#201226 v2

¹³ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.



PROPOSED ORDER

WHEREFORE, this 9th day of January, 2023, 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.

Joseph Tunney

Joseph Tunney

Chairman

Panel B

***MARYLAND HOME IMPROVEMENT
COMMISSION***

