

IN THE MATTER OF THE CLAIM	* BEFORE RICHARD O'CONNOR,
OF PAMELA WHITE,	* ADMINISTRATIVE LAW JUDGE,
CLAIMANT	* THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	* OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*
FOR THE ALLEGED ACTS OR	*
OMISSIONS OF RASHURN	*
HARRISON, T/A B&B	*
CONSTRUCTION,	* OAH No.: LABOR-HIC-02-22-24338
RESPONDENT	* MHIC No.: 22 (75) 1060

\* \* \* \* \*

**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On June 13, 2022, Pamela White (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC)<sup>1</sup> Guaranty Fund (Fund) for reimbursement of \$96,685.34 for actual losses allegedly suffered as a result of a home improvement contract with Rashurn Harrison, trading as B&B Construction (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to -411 (2015 & Supp. 2022).<sup>2</sup>

<sup>1</sup> The MHIC is under the jurisdiction of the Department of Labor (Department).

<sup>2</sup> Unless otherwise noted, all references to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.



On August 30, 2022, the MHIC issued a Hearing Order on the Claim and, on September 8, 2022, forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On January 10, 2023, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Catherine Villareale, Assistant Attorney General, represented the Fund. The Claimant and the Respondent both participated without representation.

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); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 28.02.01.

### **ISSUES**

1. Did the Claimant sustain an actual loss compensable by the Fund because 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 into evidence the following exhibits offered by the Claimant:<sup>3</sup>

- Clt. Ex. 1. Construction Contract, February 17, 2021; letter from Disaster Services, Inc., to the Claimant, March 1, 2021; copy of the Respondent's MHIC license, expiration date September 3, 2021; Request for Taxpayer Identification Number and Certification, February 25, 2021.
- Clt. Ex. 2. Copy of a check for \$27,728.45 from Dovenmuehle Mortgage, Inc., to the Claimant and the Respondent, March 2, 2021.
- Clt. Ex. 3. Eight photographs of the subject property, March 14, 2021.

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<sup>3</sup> The Claimant produced a 250-page record from the MHIC's proceedings relating to her complaint against the Respondent but did not offer all the pages as exhibits. The pages not offered remain in the file as part of the administrative record.



- Cl. Ex. 4. Work Order Update with thumbnail photographs from Safeguard Properties, April 7, 2021.
- Cl. Ex. 5. Copy of a check for \$27,728.45 from Dovenmuehle Mortgage, Inc., to the Claimant and the Respondent, April 8, 2021.
- Cl. Ex. 6. Four photographs of the subject property, May 4 and May 20, 2021.
- Cl. Ex. 7. Work Order Update with thumbnail photographs from Safeguard Properties, May 27, 2021.
- Cl. Ex. 8. Copy of a check for \$8,332.34 from Dovenmuehle Mortgage, Inc., to the Claimant and the Respondent, June 8, 2021; Code Violation Notice and Order, July 11, 2021; Environmental Citation(s) and Order, July 7, 2021; copies of two photographs of the subject property, July 7, 2021.
- Cl. Ex. 9. Two photographs of the subject property, August 16, 2021; Payment Confirmation, September 3, 2021; Payment Confirmation, October 12, 2021.
- Cl. Ex. 10. Email from the Claimant to the Respondent, January 31, 2022; chart of telephone calls from the Claimant to the Respondent, September 28, 2021 to January 26, 2022.
- Cl. Ex. 11. Email from the Claimant to the Respondent, February 3, 2022; letter from the Claimant to the Respondent, February 3, 2022 (three copies); email from Allstate Insurance to the Claimant, February 3, 2022; certified mail receipt, February 3, 2022.
- Cl. Ex. 12. Seven photographs of the subject property, February 9, 2022.
- Cl. Ex. 13. Environmental Control Board Hearing Officer's decision February 10, 2022; Environmental Fine, February 15, 2022.
- Cl. Ex. 14. Emails between the Claimant and the Respondent, February 16 to February 28, 2022.
- Cl. Ex. 15. Permit search results, February 17, 2022.
- Cl. Ex. 16. List of rent payments, April 2021 to March 2022; additional copies of the emails in Cl. Ex. 14; Payment Confirmation, March 2, 2022.
- Cl. Ex. 17. Work Order Update with thumbnail photographs from Safeguard Properties, March 3, 2022.
- Cl. Ex. 18. Home Check Consult Inspection report, March 5, 2022.

Ch. 10.1	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.2	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.3	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.4	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.5	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.6	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.7	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.8	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.9	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.10	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.11	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.12	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.13	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.14	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.15	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.16	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.17	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008
Ch. 10.18	of a check of 2007-2008 from the Department of Health and Human Services, dated April 1, 2008

- Cl. Ex. 19. Text messages between the Claimant and the Respondent, March 15 and March 16, 2022; certified mail receipt March 18, 2022.
- Cl. Ex. 20. Letter from the Claimant to the Respondent, March 16, 2022.
- Cl. Ex. 21. Twenty-three photographs of the subject property, March 16, 2022; email from the Claimant to the Respondent, March 18, 2022; email from the Claimant to lossmitproxy@yourmortgageonline.com, March 25, 2022; Order from the MHIC to the Respondent, March 30, 2022; emails between the MHIC and the Claimant, May 11, 2022.
- Cl. Ex. 22. Lease Agreement, April 1, 2022.
- Cl. Ex. 23. Proposal from Wright's Construction Company, Inc., April 3, 2022.
- Cl. Ex. 24. Proposal from Metropolitan Multifamily Group, June 7, 2022.

I admitted into evidence the following exhibits offered by the Respondent:

- Resp. Ex. 1. Water bill, May 16, 2022.
- Resp. Ex. 2. Copy of a check from the Respondent to Carlos Epps for \$4,000.00, date cut off, printed March 15, 2022.
- Resp. Ex. 3. The Respondent's business checking account statements, February 27, 2021 to July 30, 2021; photograph of the subject property, undated; Certificate of Liability Insurance, September 9, 2021; Permit number COM2021-57601, March 12, 2021.
- Resp. Ex. 4. The Respondent's response to MHIC Complaint No. 1060-2022, June 1, 2022.

I admitted into evidence the following exhibits offered by the Fund:

- GF Ex. 1. Letter from the MHIC to the Respondent, June 16, 2022.
- GF Ex. 2. Home Improvement Claim Form, received June 13, 2022.
- GF Ex. 3. Hearing Order, August 30, 2022.
- GF Ex. 4. Notice of Hearing, October 20, 2022.
- GF Ex. 5. The Respondent's licensing history with the MHIC, January 9, 2023.

Testimony

The Claimant testified and did not present other witnesses. The Respondent testified and did not present other witnesses. The Fund presented no testimony.

On 10/19/2022, the Respondent was notified via email that the Respondent's response to the Request for Information (RFI) dated 10/14/2022 was due.

On 10/20/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/20/2022. The response was reviewed and found to be responsive to the RFI. The response was provided to the Requester on 10/20/2022.

On 10/21/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/21/2022.

On 10/22/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/22/2022.

On 10/24/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/24/2022.

On 10/25/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/25/2022.

On 10/26/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/26/2022.

On 10/27/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/27/2022.

On 10/28/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/28/2022.

On 10/29/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/29/2022.

On 10/30/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/30/2022.

On 10/31/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 10/31/2022.

On 11/01/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 11/01/2022.

On 11/02/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 11/02/2022.

On 11/03/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 11/03/2022.

On 11/04/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 11/04/2022.

On 11/05/2022, the Respondent submitted a response to the RFI. The response was received by the Requester on 11/05/2022.



## 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 01-114830.
2. The Respondent is a co-owner of B&B Construction, together with her ex-husband, Craig Biggers.
3. The Claimant owns the subject property, 79 South Morley Street, Baltimore.
4. On or about December 31, 2019, an electrical fire severely damaged the subject property.
5. On February 17, 2021, the Claimant and the Respondent entered into a contract to demolish and remove the entire interior of the subject property and completely restore the interior, including framing, electrical, fixtures, drywall, plumbing, HVAC,<sup>4</sup> cabinets, countertops, doors, flooring, paint, and trim.
6. The contract required the Respondent to clean up dust and debris and obtain all necessary permits.
7. The contract price was \$115,000.00.
8. At some point, the Respondent noticed that the roof of the property was leaking and proposed to install a new roof for \$12,000.00.
9. The Claimant paid the Respondent \$63,789.24 under the contract; the last payment was on June 8, 2021.<sup>5</sup>

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<sup>4</sup> HVAC is an abbreviation for heating, ventilation, and air conditioning.

<sup>5</sup> The payments were in the form of checks issued by Dovenmuehle Mortgage, Inc. (Dovenmuehle), and made out to the Claimant and the Respondent.

RECORD OF DISBURSEMENTS

No.	Date	Particulars	Amount
1	1951-01-01	Balance forward	100.00
2	1951-01-15	...	...
3	1951-01-30	...	...
4	1951-02-15	...	...
5	1951-03-01	...	...
6	1951-03-15	...	...
7	1951-03-31	...	...
8	1951-04-15	...	...
9	1951-04-30	...	...
10	1951-05-15	...	...
11	1951-05-31	...	...
12	1951-06-15	...	...
13	1951-06-30	...	...
14	1951-07-15	...	...
15	1951-07-31	...	...
16	1951-08-15	...	...
17	1951-08-31	...	...
18	1951-09-15	...	...
19	1951-09-30	...	...
20	1951-10-15	...	...
21	1951-10-31	...	...
22	1951-11-15	...	...
23	1951-11-30	...	...
24	1951-12-15	...	...
25	1951-12-31	...	...

Prepared by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Date: \_\_\_\_\_

10. The Respondent started the demolition work in March 2021 and completely gutted the interior of the home.
11. The Respondent did not clean up or haul away all debris.
12. The Respondent obtained a permit for the demolition but not for any of the restoration work, such as plumbing, electrical, or HVAC.
13. During 2021, the Respondent did some framing in the property and installed some electrical work and duct work for HVAC.
14. The Respondent did essentially no work on the project after mid-2021, leaving the subject property uninhabitable.
15. Until February of 2022, the Respondent continued to insist that work was ongoing and said that the plumbing would be completed by February 2022.
16. The City of Baltimore cited and fined the Claimant because construction debris and trash were left in the yard.
17. The Claimant terminated the contract on March 16, 2022.
18. As of that date, framing and electrical work were incomplete, and no drywall, plumbing, HVAC, cabinets, countertops, doors, flooring, paint, or trim had been installed.
19. The framing and electrical work done by the Respondent is unworkmanlike and must be removed and replaced.
20. Wright's Construction Company, Inc. (Wright's) proposed to complete the contract, including removal of the Respondent's faulty work, for \$182,000.00.
21. The Wright's proposal included replacing all windows, which was not part of the contract with the Respondent.

10. The respondent is not the architect and is not a party to the contract between the architect and the client.
11. The respondent is not responsible for the design of the building.
12. The respondent is not responsible for the construction of the building.
13. The respondent is not responsible for the design of the building.
14. The respondent is not responsible for the construction of the building.
15. The respondent is not responsible for the design of the building.
16. The respondent is not responsible for the construction of the building.
17. The respondent is not responsible for the design of the building.
18. The respondent is not responsible for the construction of the building.
19. The respondent is not responsible for the design of the building.
20. The respondent is not responsible for the construction of the building.
21. The respondent is not responsible for the design of the building.

22. Metropolitan Multifamily Group (Metropolitan) proposed to complete the contract, including removal of the Respondent's faulty work, for \$157,896.10.

23. Metropolitan's proposal included replacing the roof for \$20,000.00, which was not part of the contract with the Respondent.<sup>6</sup>

24. The Respondent paid \$4,000.00 to Carlos Epps, which was not applied to the Claimant's water bill.

25. The Claimant has not engaged another contractor to complete the contract.

### DISCUSSION

The Claimant has the burden of proving the validity of her 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.

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) (Supp. 2022); *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. 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). For the following reasons, I find that the Claimant has proven eligibility for compensation.

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<sup>6</sup> At least, it was not included in the original \$115,000.00. The evidence does not reveal whether the Claimant accepted the Respondent's later proposal to replace the roof for \$12,000.00.



The Respondent was a licensed home improvement contractor at the time she entered into the contract with the Claimant. The genesis of the contract was somewhat mysterious. The Respondent testified that Carlos Epps seemed to be functioning as the Claimant's agent or middleman – she said that he first contacted her about the renovation shortly after the fire, but then she did not hear anything from him for almost a year. The Respondent met Mr. Epps at a restaurant in early 2021, where he showed her the Claimant's water bill for the subject property, which was over \$8,000.00. According to the Respondent, Mr. Epps proposed that the Claimant would award her the contract to renovate the subject property if the Respondent paid the water bill. Mr. Epps had a check for \$27,728.45 with him. The Respondent agreed to pay \$4,000.00, which she did; Mr. Epps handed her the check, and the Respondent began the renovation.

The Claimant testified that Mr. Epps was not her agent and that she did not authorize him to collect any money from the Respondent. She stated that she let Mr. Epps handle the payment checks "for convenience" and that he referred to the \$4,000.00 as a referral fee. The Claimant testified that the \$4,000.00 was not given to her to apply to the water bill, and she is still fighting with Baltimore City about that bill.

The evidence suggests that the shadowy Mr. Epps swindled both the Claimant and the Respondent. He extorted money from the Respondent by telling her she would win the Claimant's contract if she paid the water bill. The Respondent gave Mr. Epps \$4,000.00 with the understanding that it would go to the Claimant – essentially a \$4,000.00 discount on the contract price. But Mr. Epps kept the money and the Claimant received nothing.

The foregoing has no relevance to the claim at issue here but is a useful explanation of how the contract came to be agreed upon. There is no doubt, based on the evidence, that the Respondent stayed on the job for a year and accomplished almost nothing except to demolish the damaged interior of the subject property.





By statute, certain claimants are excluded from recovering from the Fund. 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 resided in the home before the fire and does not own more than three dwellings. *Id.* § 8-405(f)(2) (Supp. 2022). The parties did not agree 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).

The Respondent performed unworkmanlike, inadequate, and incomplete home improvements to the subject property. The payments to the Respondent came from Dovenmuehle, which apparently holds the mortgage on the property. Allstate Insurance may also have been involved, but the evidence does not establish this as a fact.

The evidence does establish that the Respondent did not fulfill her obligations under the contract in two ways. First, she abandoned the project after completing the demolition and doing some very minor interior work. Second, the renovation work the Respondent did perform, i.e., framing, electrical, and ductwork, is inadequate and must be removed.

The Claimant's photographs of the subject property, taken every few months between March 2021 and March 2022, show almost no progress after the initial demolition. The interior of the home remained barren, with debris strewn in some areas. Around late spring to summer of 2021, some framing and wiring appeared in the photographs, but nothing was done after this.



The Claimant does not seem to have energetically pursued the Respondent about completing the contract until early 2022. At that point, in response to the Claimant's inquiries, the Respondent replied that two different plumbing subcontractors had stolen money and fixtures intended for the job, as an explanation of why it was taking so long. The Respondent promised that plumbing would be completed in February 2022, but no plumbing work was ever done. According to a work order update from Safeguard Properties<sup>7</sup> dated March 3, 2022, the renovation was ten percent complete at that time.

The Respondent testified that she performed work under the contract until it was terminated and stated that it was "unfortunate" that she was unable to complete it. She did not specifically cast any blame upon others for her failures, but did mention the thefts by the plumbers and delays by the electrical and HVAC subcontractors. The Respondent also testified that she told the Claimant that she needed a further advance of money to continue with the work, but by that time she had already received \$63,789.24 from the Claimant and accomplished very little.

As to the adequacy of the Respondent's work, the Claimant did not produce any witness, expert or otherwise, to testify how the work was defective. The proposals from Wright's and Metropolitan both indicate that the Respondent's work must be completely replaced, but that is not unusual when a second contractor is engaged to finish a project that another contractor began. However, Home Check inspected the property on March 5, 2022. Home Check's report calls the framing "incomplete, unprofessional, and improperly supported" and noted "missing fasteners, missing hardware, improper notching of materials, inconsistent rise on the stair and over spanned framing members" throughout the home. Clt. Ex. 18. Home Check does not seem to have any stake in the renovation, and I give considerable weight to its findings.

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<sup>7</sup> Safeguard Properties sent progress reports to Dovenmuehle regularly.



Considering the Home Check report and the Wright's and Metropolitan proposals, I find by a preponderance of the evidence that the interior work done by the Respondent is inadequate and unworkmanlike and must be removed.

I thus find that the Claimant is eligible for compensation from the Fund. I shall determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. The Respondent performed some work under the contract, and the Claimant intends to retain other contractors to complete and remedy that work. Accordingly, the following formula appropriately measures the Claimant's 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 Claimant obtained proposals from two contractors, Wright's and Metropolitan. The latter was the lower bid, at \$157,896.10, but included \$20,000.00 for replacing the roof, which was not part of the Respondent's contract. Removing that \$20,000.00 from the proposal yields the following calculation of the actual loss under the above regulation:

\$63,789.24 paid to the Respondent under the contract; plus  
+137,896.10 Metropolitan proposal to complete the contract; equals  
\$201,685.34 minus  
-115,000.00 the original contract price; equals  
\$86,685.34 actual loss.

Contract - the firm (and its subcontractors) shall be responsible for the completion of the work under the contract and shall be responsible for the payment of the contract price.

It is the intent of the parties to this contract that the contractor shall be responsible for the completion of the work under the contract and shall be responsible for the payment of the contract price.

The contractor shall be responsible for the completion of the work under the contract and shall be responsible for the payment of the contract price.

The contractor shall be responsible for the completion of the work under the contract and shall be responsible for the payment of the contract price.

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The contractor shall be responsible for the completion of the work under the contract and shall be responsible for the payment of the contract price.

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> Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss of \$86,685.34 exceeds both \$30,000.00 and the amount paid to the Respondent. Therefore, the Claimant's recovery is capped at \$30,000.00.

### **PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual loss of \$86,685.34 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)(c). I further conclude that the Claimant is entitled to recover \$30,000.00 from the Fund. Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4).

### **RECOMMENDED ORDER**

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

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$30,000.00; 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;<sup>9</sup> and

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<sup>8</sup> On or after July 1, 2022, the increased cap is applicable to any claim 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").

<sup>9</sup> *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

Effective 1/1/2011, the respondent's recovery is reported as follows:

1. The respondent's recovery is reported as follows:

2. The respondent's recovery is reported as follows:

3. The respondent's recovery is reported as follows:

4. The respondent's recovery is reported as follows:

5. The respondent's recovery is reported as follows:

THE FEDERAL INCLUSIONS OF LAW

1. The respondent's recovery is reported as follows:

2. The respondent's recovery is reported as follows:

3. The respondent's recovery is reported as follows:

4. The respondent's recovery is reported as follows:

5. The respondent's recovery is reported as follows:

RECORDS MANAGEMENT

1. RECORDS: The respondent's recovery is reported as follows:

2. RECORDS: The respondent's recovery is reported as follows:

3. RECORDS: The respondent's recovery is reported as follows:

4. RECORDS: The respondent's recovery is reported as follows:

5. RECORDS: The respondent's recovery is reported as follows:

1. In the event of a dispute, the respondent's recovery is reported as follows:

2. In the event of a dispute, the respondent's recovery is reported as follows:

3. In the event of a dispute, the respondent's recovery is reported as follows:

4. In the event of a dispute, the respondent's recovery is reported as follows:

5. In the event of a dispute, the respondent's recovery is reported as follows:



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

April 6, 2023  
Date Decision Issued

*Richard O'Connor*  

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Richard O'Connor  
Administrative Law Judge

ROC/sh  
#204284

STEP 1: Application of the Medical Board

Committee will consider a

*Richard J. ...*

April 6, 2011

1000 ...

Richard J. ...

Administrative Law

1000 ...

**PROPOSED ORDER**

***WHEREFORE, this 24<sup>th</sup> day of May, 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**

