

**BEFORE THE MARYLAND REAL ESTATE COMMISSION**

MARYLAND REAL ESTATE  
COMMISSION

\*

CASE NO. 771-RE-2022

V.

\*

\*

MOHIUDDIN ("DIN") KHALED,  
Respondent

\*

\* \* \* \* \*

**CONSENT ORDER AND SETTLEMENT AGREEMENT**

This matter comes before the Maryland Real Estate Commission ("Commission") as the result of a complaint filed by Karen and Patrick McKenzie ("Complainants") against Mohiuddin "Din" Khaled ("Respondent"). Based on the complaint and an investigation, the Commission issued a Statement of Charges and Order for Hearing against the Respondent ("Charge Letter") and transmitted this matter to the Office of Administrative Hearings ("OAH") for a hearing. By a Notice of Hearing, the OAH scheduled this matter for hearing on May 29, 2024. To resolve this matter without a formal hearing, the Commission and the Respondent have agreed to enter into this Consent Order and Settlement Agreement to provide for the imposition of disciplinary measures that are fair, equitable, and consistent with the best interest of the people of the State of Maryland.

The Commission and the Respondent agree and stipulate as follows:

1. At all times relevant to the matters set forth in this Consent Order and Settlement Agreement, the Commission has had jurisdiction over the subject matter and the Respondent.
2. The Respondent is currently licensed by the Commission as a real estate salesperson affiliated with Keller Williams Integrity, license registration number 05-614189.
3. The charges against the Respondent arise out of a residential contract of sale ("contract") between Karen and Patrick McKenzie ("the McKenzies") as the buyers and Rejaul and Rubina Karim ("the Karims") as the sellers (collectively "the Parties"). The contract was ratified on or about November 23, 2021 for a property known as 10760 Enfield Drive, Woodstock, MD 21163 ("the Property"). The McKenzies were represented by James Weiskerger of Next Step Realty as the buyers' agent. The Karims were represented by the Respondent as the sellers' agent. The contract submitted by the McKenzies was signed on November 22, 2021. The original purchase price listed for the Property was \$585,000. The contract included an Amendment/Addendum in which the Parties agreed that the McKenzies would pay all transfer and recordation taxes. Moreover, the contract included a Purchase Price Escalation Addendum. This Addendum included an Escalation Clause agreeing to increase the purchase price for the Property by \$5,000 greater than the net proceeds the Karims would have obtained by accepting a bona fide written offer from another qualified buyer.

On November 22, 2021, the Karims received a second offer for the Property from Jinwoong Yoo and Jiyeon Kim (“Yoo and Kim”). The offer submitted by Yoo and Kim listed a purchase price of \$585,000. The offer submitted by Yoo and Kim differed from the McKenzies’ contract. The offer submitted on November 22, 2021 by Yoo and Kim included a First-Time Maryland Homebuyer Transfer and Recordation Tax Addendum. In that Addendum, Yoo and Kim and the Karims expressly agreed that the cost of recordation tax and local transfer tax would be split between them “50/50.” On November 23, 2021, the Respondent corresponded with Mr. Weiskerger via email. The Respondent attached the first page of the Yoo and Kim offer to support the Escalation Clause for the McKenzies. The Respondent indicated he would “be sending [the McKenzies’] offer to [his] Sellers at \$590,000.” On or about December 1, 2021, Mr. Weiskerger requested written documentation from the Respondent that the Yoo and Kim offer included an Addendum whereby Yoo and Kim would pay all recordation and transfer taxes. When Mr. Weiskerger did not receive the written documentation requested, he made a second request from the Respondent on or about December 4, 2021. On or about December 7, 2021, Mr. Weiskerger received email correspondence from the Respondent with the requested documentation. However, it is alleged that the Yoo and Kim Amendment was altered on or about December 6, 2021. The alteration changed Yoo and Kim’s responsibility for paying recordation and transfer taxes from fifty percent (as offered on November 22, 2021) to one hundred percent.

The Parties settled on the Property on or about December 20, 2021. The McKenzies paid a sales price of \$590,000 for the Property. It is alleged that the Respondent knew or should have known that the Escalation Clause contained in the contract should not have been triggered by the Yoo and Kim offer. It is alleged that the Respondent withheld information and documentation requested by the McKenzies and Mr. Weiskerger, which resulted in the McKenzies paying additional sums not required under the contract.

4. The Respondent admits that he/she has violated Business Occupations and Professions Article §17-322(b)(25) and (33), as well as Code of Maryland Regulations (COMAR) 09.11.02.02.A which provide:

**§17-322. Denials, reprimands, suspensions, revocations, and penalties-- Grounds.**

(b) *Grounds.*—Subject to the hearing provisions of §17-324 of this subtitle, the Commission may deny a license to any applicant, reprimand any licensee, or suspend or revoke a license if the applicant or licensee:

(25) engages in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent or improper dealing.

(33) violates any regulation adopted under this title or any provision of the code of ethics;

**COMAR 09.11.02.02-A**

In accepting employment as an agent, the licensee shall protect and promote the interests of the client. This obligation of absolute fidelity to the client’s interest is primary, but it does not relieve the licensee from his statutory obligations towards the other parties to the transaction.

5. The Respondent consents to the entry of an Order that they have violated BOP §17-322(b)(25) and (33), and COMAR 09.11.02.02.A. As a penalty for the violations the Respondent agrees to pay a civil monetary penalty of \$6,000 within fourteen (14) days of this Consent Order and Settlement Agreement.

6. Should the Respondent fail to pay the civil penalty of \$6,000 by May 10, 2024 the Respondent agrees that the Respondent's real estate license registration number 05-614189, and any other real estate licenses that the Respondent holds, shall be automatically suspended and shall continue to be suspended until such time as payment is made.

7. By entering into the Consent Order and Settlement Agreement, the Respondent expressly waives the right to an administrative hearing before the Office of Administrative Hearings, the making of Findings of Fact and Conclusions of Law by an Administrative Law Judge, any further proceedings before the Commission, and any rights to appeal from this Consent Order and Settlement Agreement.

7. The Commission agrees to accept this Consent Order and Settlement Agreement as the full and final resolution of Case No 771-RE-2022.

**BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 20<sup>th</sup>  
DAY OF May, 2024 BY THE MARYLAND REAL ESTATE  
COMMISSION:**

**ORDERED** that the Respondent's has violated BOP §§17-322(b)(25) and (33), and COMAR 09.11.02.02.A, it is further,

**ORDERED** that based on the violations, the Respondent pay a civil monetary penalty of \$6,000 within fourteen (14) days of this Consent Order and Settlement Agreement, and it is further

**ORDERED** that the Commission's records and publications reflect the violation and civil penalty imposed on the Respondent.

**MARYLAND REAL ESTATE COMMISSION:**

**SIGNATURE ON FILE**

\_\_\_\_\_  
Donna Horgan, Chair  
Maryland Real Estate Commission

**AGREED:**

**SIGNATURE ON FILE**

\_\_\_\_\_  
MOHIUDDIN ("DIN") KHALED  
RESPONDENT

5/6/24  
DATE