

THE MARYLAND REAL ESTATE COMMISSION

IN THE MATTER OF THE CLAIM \* BEFORE JENNIFER M. CARTER JONES,  
OF OSCAR VENTURA MENDOZA \* ADMINISTRATIVE LAW JUDGE  
CLAIMANT \* OF THE MARYLAND OFFICE OF  
V. \* ADMINISTRATIVE HEARINGS  
THE MARYLAND REAL ESTATE \*  
COMMISSION GUARANTY FUND \* OAH NO: DLR-REC-22-23-24046  
FOR THE ALLEGED MISCONDUCT \*  
OF CRAIG KAY, \* MREC NO: 612-RE-2020 G.F.  
RESPONDENT  
\* \* \* \* \*

**PROPOSED ORDER**

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated February 5, 2024, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 28th day of March, 2024.

ORDERED,

- A. That the Findings of Fact in the Recommended Decision be, and hereby are, ADOPTED;
- B. That the Conclusions of Law in the Recommended Decision be, and hereby are, ADOPTED;
- C. That the Recommended Order in the Recommended Decision be, and hereby is, ADOPTED;
- D. That the records, files and documents of the Maryland State Real Estate Commission reflect this decision.
- E. Pursuant to Code of Maryland Regulations (COMAR) 09.01.03.09 those parties adversely affected by this Proposed Order shall have twenty (20) days from the postmark date of the Order to file written exceptions to this Proposed Order. The exceptions should be sent to the Executive Director, Maryland Real Estate Commission, 3rd Floor, 500 North Calvert Street, Baltimore, MD 21202. If no written exceptions are filed within the twenty (20) day period, then this Proposed Order becomes final.

F. Once the Proposed Order becomes final, the parties have an additional thirty (30) days in which to file an appeal to the Circuit Court for the Maryland County in which the Appellant resides or has his/her principal place of business, or in the Circuit Court for Baltimore City.

MARYLAND STATE REAL ESTATE COMMISSION

4/2/24  
Date

By:  H[WKHUH  
Donna Horgan, Commissioner - *Chair*

**IN THE MATTER OF THE CLAIM  
OF OSCAR VENTURA MENDOZA  
CLAIMANT**

v.

**THE MARYLAND REAL ESTATE  
COMMISSION GUARANTY FUND,  
FOR THE ALLEGED MISCONDUCT  
OF THE ESTATE OF CRAIG KAY,  
RESPONDENT**

\* **BEFORE JENNIFER M. CARTER JONES,**  
\* **AN ADMINISTRATIVE LAW JUDGE**  
\* **OF THE MARYLAND OFFICE**  
\* **OF ADMINISTRATIVE HEARINGS**  
\*  
\*  
\*  
\* **OAH No.: LABOR-REC-22-23-24046**  
\* **REC No.: 612-RE-2020**

\* \* \* \* \*

**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 10, 2020, Oscar Ventura Mendoza (Claimant) filed a Complaint and Guaranty Fund Claim (Claim) with the Maryland Real Estate Commission (REC)<sup>1</sup> to recover compensation from the Real Estate Guaranty Fund (Fund) for an alleged actual loss resulting from an act or omission of Craig Kay (Respondent),<sup>2</sup> who is deceased, but who was a licensed real estate salesperson at all times relevant to this matter. On August 28, 2023, the Executive

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

<sup>2</sup> As the Respondent is deceased, the Respondent's estate is properly captioned. For the sake of simplicity and readability, from this point forward, any reference to the Respondent is to Mr. Kay rather than to his estate. I will specifically state when I am referring to the Respondent's estate.

Director of the REC issued a Hearing Order on the Claim and, on August 31, 2023, forwarded the case to the Office of Administrative Hearings (OAH) for a hearing.

On November 7, 2023, I held a hearing by video.<sup>3</sup> Ernie Dominguez, Assistant Attorney General, Department, represented the Fund. The Claimant was self-represented. Stephen Nichols, Esquire, observed the hearing on behalf of Stephanie Kay, the administrator of the Respondent's estate, but did not participate in the hearing. Accordingly, no one authorized to represent the Respondent's estate appeared.

On September 28, 2023, the OAH provided a Notice of Hearing (Notice) addressed to the Respondent's estate by United States first class and certified mail to the Respondent's address on record with the OAH.<sup>4</sup> The Notice stated that a hearing was scheduled for Tuesday, November 7, 2023, at 9:30 a.m., on the Webex videoconferencing platform. The Notice further advised the Respondent's estate that failure to attend the hearing might result in "a decision against you."

The United States Postal Service did not return the Notice sent by first class mail to the Respondent's estate. On October 6, 2023, the OAH received the green return receipt card for the notice sent by certified mail, signed by the Respondent's spouse, Stephanie Kay, on behalf of and as representative of the Respondent's estate. The Respondent's estate made no request for postponement prior to the date of the hearing.<sup>5</sup>

I determined that the Respondent's estate received proper notice and I proceeded with the hearing after Mr. Nichols represented that he intended only to observe, not participate in, the hearing.<sup>6</sup>

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<sup>3</sup> Md. Code Ann., Bus. Occ. & Prof. § 17-408(a) (2018); Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b).

<sup>4</sup> COMAR 28.02.01.05C(1).

<sup>5</sup> COMAR 28.02.01.16.

<sup>6</sup> COMAR 28.02.01.23A; COMAR 28.02.01.05A, C; COMAR 28.02.01.19A.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, the REC's procedural regulations, and the Rules of Procedure of the OAH govern procedure.<sup>7</sup>

### **ISSUES**

1. Did the Claimant sustain an actual loss based on an act or omission of the Respondent, which occurred in the provision of real estate brokerage services, involving a transaction that relates to real estate located in the State, where the act or omission involved money or property obtained from a person by theft, embezzlement, false pretenses, or forgery, or where the act or omission constituted fraud or misrepresentation?
2. If so, what amount should be awarded to the Claimant from the Fund?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

I admitted the following exhibit(s) offered by the Claimant:

- Clmt. Ex. 1 - Property Listing, undated
- Clmt. Ex. 2 - Commission Addendum to Contract, April 29, 2018
- Clmt. Ex. 3 - Construction Loan Disbursement Request/Authorization, July 25, 2018
- Clmt. Ex. 4 - Emails between Nancy Jarboe and the Respondent, July 12, 2019<sup>8</sup>
- Clmt. Ex. 5 - Emails from Antonella Costa to the Claimant and Claire@remax-success.com, May 14, 2019
- Clmt. Ex. 6 - Copy of a check for \$2,700.00 from the Respondent to Samson Properties, June 6, 2019
- Clmt. Ex. 7 - TIAA Active Loan Request Details L41359J3-001 and TIAA Active Loan Request Details 29257LG5-001, printed on December 11, 2019;

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<sup>7</sup> Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021 & Supp. 2023); COMAR 09.01.03; COMAR 09.11.03; COMAR 28.02.01.

<sup>8</sup> Other individuals are copied on the email.

Clmt. Ex. 8 - Cashier's Check for \$70,900.00 drawn on the Claimant's Bank of America Account, August 17, 2018 and Personal check for \$10,000.00 drawn on the Claimant's Bank of America Account, May 17, 2018

Clmt. Ex. 9 - Closing Disclosure, August 16, 2018, with attachments

Clmt. Ex.10 - Residential Contract of Sale with an offer date of May 5, 2018

I admitted the following exhibit(s) offered by the Fund:

Fund Ex. 1 - Notice of Remote Hearing, September 28, 2023

Fund Ex. 2 - Hearing Order, August 28, 2023

Fund Ex. 3 - Complaint, June 10, 2020, with attached letter from Jose Espejo, Esq., June 10, 2020

Fund Ex. 4 - REC Licensing Information, printed on August 22, 2023

#### Testimony

The Claimant testified and did not present other witnesses.

Neither the Respondent's estate nor the Fund presented 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 REC licensed the Respondent as a real estate salesperson under license number 510928
2. At all times relevant to this matter, the Respondent was a real estate salesperson with RE/MAX Success (RE/MAX) in Potomac, Maryland.
3. Before May 5, 2018, the Respondent and RE/MAX listed a property for sale at 6819 2<sup>nd</sup> Street, Riverdale, Maryland 20737 (the Property). The Property was a vacant parcel, with a home to be built. The listing represented that 100% of the closing costs at settlement would be covered by the seller.

4. As of the date of the listing, there was no structure on the Property; rather, the purchaser could build a customized home. The listing stated that Tamir Perlmutter was the name of the builder.

5. The list price for the land and the as-yet-constructed house was \$384,900.00 and would be funded through a construction loan. A construction loan requires the financial institution that provides the loan or the purchaser to pay a builder through draws as the builder completes specific areas of construction and finishing.

6. The Claimant contacted the Respondent about purchasing the Property and the Respondent advised the Respondent that 100% of the closing costs associated with the purchase of the Property would be covered by RE/MAX if the Claimant agreed to use Embrace Home Loans (Embrace) as the lender.

7. The Claimant agreed to use Embrace and on August 17, 2018, the parties closed on the sale of the Property parcel.

8. At closing, the Claimant paid \$70,900.00 for the purchase of the Property parcel.<sup>9</sup>

9. The Claimant also entered into a construction contract brokered by the Respondent. The construction contract named Tamir's Home Improvements LLC as the builder, that construction contract included the signature of Tamir Perlmutter, the Owner of Tamir's Home Improvement's LLC.

10. At closing, the Claimant paid the first construction draw of \$30,900.00, which was to cover expenses for obtaining permits to construct the property and to conduct site soil testing, among other things.

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<sup>9</sup> The Construction contract, Clmt. Ex. 10, notes that the price of the parcel was \$75,000.00 and that the Claimant would pay a settlement cost of \$10,000.00. The amounts attributable to the purchase of the parcel and settlement costs is somewhat inconsistent and unclear. As I explain later in this decision, the Claimant does not argue that he is eligible to be compensated from the Guaranty Fund for these amounts; therefore, determining the exact amounts does not change the amount the Claimant can recover.

11. Of the \$30,900.00 first draw, the Claimant paid \$24,490.00, through a loan with Embrace. The Claimant paid the remaining balance from his personal funds.

12. The Claimant took out a \$9,536.94 loan against his 401K<sup>10</sup> account L41359J3 and a \$29,245.04 loan against his 401K account 29257LG5-00, in part, to pay for the first construction draw and for other expenses related to the purchase of the property and construction of the home on that property.

13. As of October 2023, the Claimant had paid \$5,076.62 in interest related to the \$29,245.04 loan and \$1,622.00 related to the \$9,536.94 loan.

14. Antonella Costa of Samson Properties was the buyer's (Claimant's) agent related to the sale of the Property and the Respondent was to pay Ms. Costa a three percent commission at closing. The Respondent did not pay Ms. Costa.

15. Once the purchase of the Property was complete, the Claimant worked with the Respondent to select the options, e.g., cabinets, for the Property so that the construction could begin.

16. When three months passed without any construction at the Property, the Claimant contacted the Respondent, who assured the Claimant that construction would soon begin.

17. Approximately one month after the Respondent advised the Claimant that construction would begin at the Property, the Respondent advised the Claimant that the Riverdale city officials had some questions about the proposed location of the Property driveway, which delayed construction at the Property.

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<sup>10</sup> A 401k plan is a "defined contribution plan where an employee can make contributions from his or her paycheck either before or after-tax, depending on the options offered in the plan."  
<https://www.irs.gov/retirement-plans/plan-participant-employee/definitions> (last visited February 1, 2024).



18. Six months after the Respondent advised that that construction had been delayed due to city officials' concerns about the location of the driveway, there still had been no construction of the Claimant's home at the Property.

19. On May 14, 2019, Ms. Costa contacted RE/MAX and advised that the Respondent did not pay her the three percent commission as the Claimant's buyer's agent on the sale of the Property and that construction had not begun on the Claimant's home. Ms. Costa further advised that the construction loan with Embrace was scheduled to expire in six weeks as the construction of the Claimant's home was originally supposed to be complete by that date.

20. By check dated June 6, 2019, the Respondent paid Ms. Costa \$2,700.00, by check for her commission acting as the buyer's agent on the sale of the Property. The check was drawn from an account held by Gilmoure Brunett LLC. The Respondent owned that company.

21. On July 12, 2019, Nancy Jacobs, Vice President of Servicing at Embrace, contacted the Respondent by email in an effort to have the Respondent transfer the Claimant's construction loan to a different lender. Ms. Jacobs expressed dissatisfaction with the fact that no construction had begun at the Claimant's property though the loan had been in place to fund construction for almost a year.

22. On July 12, 2019, the Respondent returned Ms. Jacobs' email and advised that he was working to finalize transferring the Claimant's construction loan from Embrace to another lender. Though the email was from the Respondent, it was sent from the email address for Tamir Perlmutter, the purported builder of the Claimant's home at the Property.

23. The Respondent advised the Claimant that he was working to transfer the Claimant's construction loan from Embrace to US Bank.

24. The Claimant notified the Respondent that before entering into a loan/contract with US Bank, the Claimant wished to meet with the Respondent and Mr. Perlmutter to discuss the schedule for building the house at the Property.

25. Approximately one week before the scheduled loan settlement date with US Bank, the Claimant went to the Property to meet with the Respondent and Mr. Perlmutter; however, Mr. Perlmutter was not present. Rather, Mr. Flores<sup>11</sup> of Flores Construction was present. The Respondent advised the Claimant that Mr. Flores and Flores Construction was replacing Mr. Perlmutter as the builder of the home.

26. The Respondent contacted US Bank and learned that the Respondent had submitted to US Bank a builder contract for the construction of the home on the Property, purportedly signed by the Claimant. The Claimant did not sign that document.

27. After the meeting with Mr. Flores at the Property, the Claimant contacted Mr. Flores by telephone and Mr. Flores advised the Claimant that he had not given the Respondent an estimate or signed any contract to build a home at the Property.

28. Before settlement with US Bank, the Respondent assured the Claimant that he or the builder had applied for the permits necessary to construct the home at the Property. On or about June 24, 2019, the Claimant went to the Prince George's County Planning Department to inquire about the permits for which the Respondent averred he had applied and learned that neither the Respondent, Mr. Perlmutter, nor anyone else had applied for permits for any construction at the Property.

29. The Claimant decided not to proceed to settlement with US Bank and sent a certified letter to the Respondent, RE/MAX and Mr. Perlmutter demanding a refund the \$30,900.00 he paid as the first draw for the construction of the home at the Property. The

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<sup>11</sup> The Claimant did not provide Mr. Flores' first name.

Respondent did not refund the Claimant's \$30,900.00 and advised the Claimant that the only way he could recoup those funds was to sell the property.

30. After receiving the Claimant's letter, Mr. Perlmutter contacted the Claimant and advised that he had only worked with the Respondent regarding one project in the past. He also advised the Claimant that he did not sign any contract or other document related to the Property.

### DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence.<sup>12</sup> 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.<sup>13</sup>

A person may recover compensation from the Fund for an actual loss based on certain types of acts or omissions in the provision of real estate brokerage services by a licensee. A licensee "means a licensed real estate broker, a licensed associate real estate broker, or a licensed real estate salesperson."<sup>14</sup>

The provision of real estate brokerage services is defined as follows:

(1) "Provide real estate brokerage services" means to engage in any of the following activities:

(1) for consideration, providing any of the following services for another person:

- (i) selling, buying, exchanging, or leasing any real estate; or
- (ii) collecting rent for the use of any real estate;

(2) for consideration, assisting another person to locate or obtain for purchase or lease any residential real estate;

(3) engaging regularly in a business of dealing in real estate or leases or options on real estate;

(4) engaging in a business the primary purpose of which is promoting the sale of real estate through a listing in a publication issued primarily for the promotion of real estate sales;

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<sup>12</sup>Bus. Occ. & Prof. § 17-407(e) (2018); State Gov't § 10-217. Unless otherwise noted, all references to the Business Occupations and Professions Article are to the 2018 Volume of the Maryland Annotated Code.

<sup>13</sup> *Coleman v. Anne Arundel Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

<sup>14</sup> Bus. Occ. & Prof. § 17-101(k) (Supp. 2023).

(5) engaging in a business that subdivides land that is located in any state and sells the divided lots; or

(6) for consideration, serving as a consultant regarding any activity set forth in items (1) through (5) of this subsection.<sup>15</sup>

A Claim shall:

(i) be based on an act or omission that occurs in the provision of real estate brokerage services by:

1. a licensed real estate broker;
2. a licensed associate real estate broker;
3. a licensed real estate salesperson; or
4. an unlicensed employee of a licensed real estate broker;

(ii) involve a transaction that relates to real estate that is located in the State; and

(iii) be based on an act or omission:

1. in which money or property is obtained from a person by theft, embezzlement, false pretenses, or forgery; or
2. that constitutes fraud or misrepresentation.<sup>16</sup>

The amount recovered for any claim against the Fund may not exceed \$50,000.00 for each claim.<sup>17</sup> A claimant may not recover attorney's fees or any amount for "monetary losses other than the monetary loss from the originating transaction."<sup>18</sup>

It is clear that the Respondent acted under false pretenses and misrepresented essential facts regarding his sale of the Property to the Claimant. The Claimant testified credibly and without rebuttal that the Respondent sold the Property parcel to the Claimant representing that a house would be constructed within months of the May 2018 closing/settlement date. Relying on that representation, the Claimant paid for the purchase of the Property parcel as well as \$30,900.00 for the first draw of the construction loan contract. The Claimant further testified that despite his multiple inquiries about the status of the home construction, the Respondent failed to ensure that any work was completed on the construction of the house at the Property. In support of his position, the Claimant presented copies of the check for \$70,900.00 he paid at settlement

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<sup>15</sup> *Id.* § 17-101(l) (Supp. 2023).

<sup>16</sup> *Id.* § 17-404(a)(2).

<sup>17</sup> *Id.* § 17-404(b).

<sup>18</sup> COMAR 09.11.01.15.

to purchase the Property parcel and for the first \$30,900.00 draw on the construction project. The Claimant also presented two July 12, 2019 emails to the Respondent from Nancy Jarboe, of Embrace, the financial entity that funded the Claimant's construction loan, indicating that due to the extended delay in the construction on the Claimant's and other of the Respondent's clients, Embrace no longer wished to fund the Claimant's construction loans. In one of those emails, Ms. Jarboe stated: "With regard to the Harper sale,<sup>19</sup> I was told various dates that were never met, that leads to skepticism. . . . We are willing to work with you and the borrowers to a point but it cannot drag on indefinitely, we are already a year out on these loans with zero progress."

The Claimant also credibly testified that he demanded to meet with the Respondent and Mr. Perlmutter before he would agree to enter into a new construction loan agreement with US Bank, however, when he arrived at the Property for that meeting, Mr. Perlmutter was not present. Rather, Mr. Flores was present, and the Respondent advised the Claimant that Mr. Flores was the new builder who would construct the Claimant's home. According to the Claimant, after the meeting with the Respondent and Mr. Flores at the Property, the Claimant contacted Mr. Flores by telephone and Mr. Flores advised the Claimant that he had not given the Respondent an estimate to build a home at the property and had not signed any contract to build the home at the Property. The Claimant also testified that Mr. Flores advised him to be careful in his dealings with the Respondent.

After Mr. Flores' admonition, the Claimant testified that he went to the Prince George's County Permit office and learned that despite the Respondent's representation to the contrary, the Respondent never submitted an application for any permit to begin construction at the Property.

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<sup>19</sup> I glean that "Harper" is another individual who purchased a property from the Respondent and entered into a construction loan contract with Embrace.

Furthermore, the Claimant presented credible evidence that the Respondent misrepresented that Mr. Perlmutter and Tamir's Home Improvements LLC was the builder who would construct the Claimant's home. The Property listing advertising the sale of the Property,<sup>20</sup> names Mr. Perlmutter as the builder. Furthermore, the construction contract<sup>21</sup> includes the signature of Mr. Perlmutter as the builder. According to the Claimant, after he learned that neither the Respondent nor Mr. Perlmutter had filed any application for permits to begin building the Claimant's home at the Property, he decided that he no longer wished to pursue the transfer of his construction loan from Embrace to US Bank or pursue moving forward with the construction of a home at the Property with the Respondent and Mr. Perlmutter. He then sent a certified letter to Mr. Perlmutter and to the Respondent demanding a refund of the \$30,900.00 he paid as the first draw of the construction loan. In response, Mr. Perlmutter contacted the Claimant and advised him that he was never associated with building the Claimant's home, that he had only worked with the Respondent on one project in the past, and that he never signed any contract agreeing to build the Claimant's home.

Despite that the Claimant's dealings with the Respondent occurred over three years before the hearing, the Claimant testified cogently and clearly about the circumstances relevant to this matter and presented evidence that corroborated the substantive aspects of his testimony. Further, as no one appeared to represent the Respondent's estate, there is no evidence to call the Claimant's testimony into question. As the Respondent falsely represented that Mr. Perlmutter would be the builder who would construct the Claimant's home, I conclude that the Respondent misrepresented essential facts associated with the sale of the property and obtained money from the Claimant under false pretenses. Further, it appears from the credible evidence presented that

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<sup>20</sup> Clmt. Ex. 1.

<sup>21</sup> Clmt. Ex. 10.

the Respondent misrepresented on the property listing that Mr. Perlmutter agreed to construct a home at the Property and included Mr. Perlmutter's signature on the construction loan with the Claimant without Mr. Perlmutter's authorization.

For the above-stated reasons, I conclude that the Claimant has met his burden of proving that he experienced an actual loss when the Respondent, a real estate salesperson, engaged in a transaction, the sale of the Property and a related construction loan, on false pretenses and through misrepresentation. Accordingly, the Claimant is entitled to compensation from the Fund.

According to the Claimant, he intends to sell the Property. Accordingly, he is not seeking compensation for the \$70,900.00 he paid to purchase the Property parcel as it is, at this point, unclear whether the Claimant will experience a loss related to that purchase. The Claimant presented evidence that he obtained a loan from Embrace in the amount of \$24,900.00 to pay for the first draw of the construction loan and that he paid the balance of that construction loan with personal funds.

The Claimant testified that he had to take out the 401K loans to pay for the \$24,490.00 in the construction loan he must repay to Embrace, among other debts related to his purchase of the property. The Claimant presented further evidence that he incurred interest on those two 401K loans and he wishes to be compensated not only for the \$30,900.00 he paid on the construction contract, but the interest he has had to pay on his 401K loans to pay back the amount he owes to Embrace. Thus, he seeks reimbursement of the interest he has had to pay on these 401K loans.

Furthermore, the Claimant seeks \$5,000.00 in attorneys' fees for amounts he expended trying to address the Respondent's fraudulent and misrepresentative actions in selling the Claimant the Property.

The Claimant did not submit any evidence verifying the amount he has paid in attorneys' fees related to this matter. Further, it is unclear what amounts the Claimant's 401K loans were

intended to cover. Moreover, the Claimant is not eligible to receive compensation from the Fund for attorneys' fees or for any amount for "monetary losses other than the monetary loss from the originating transaction."<sup>22</sup> I conclude that interest on loans the Claimant took from his 401K account cannot be considered as a loss from the originating transaction. Though the Claimant was required to pay \$30,900.00 for the first draw of the construction contract he presented no evidence that he was required to pay these funds from his 401K account or from any other account that might accrue interest. Accordingly, I conclude that the Claimant has proven he is entitled to receive compensation from the Fund for the \$30,900.00 he paid for the first draw on the construction loan. The Claimant is not, however, entitled to receive compensation for attorneys' fees or interest on his 401K loans.

### **PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss due to an act or omission of the Respondent in the provision of real estate brokerage services.<sup>23</sup> I further conclude that the Claimant is entitled to recover \$30,900.00 from the Fund.<sup>24</sup>

### **RECOMMENDED ORDER**

I **RECOMMEND** that the claim filed by the Claimant against the Maryland Real Estate Commission Guaranty Fund be **GRANTED**.

I further **ORDER**:

1. The Guaranty Fund award the Claimant \$30,900.00
2. The Respondent's estate shall reimburse the Guaranty Fund for all monies disbursed under this Order; plus annual interest of ten percent (10%) as set by the Maryland Real Estate Commission.<sup>25</sup>

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<sup>22</sup> COMAR 09.11.01.15.

<sup>23</sup> Bus. Occ. & Prof. § 17-101(l) (Supp. 2023); Bus. Occ. & Prof. 17-404(a)(2)(2018).

<sup>24</sup> Md. Code Ann., Bus. Occ. & Prof. § 17-404(b) (2018).

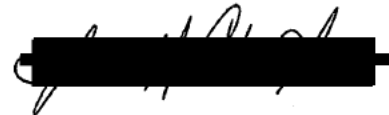
<sup>25</sup> Md. Code Ann., Bus. Occ. & Prof. § 17-411(a) (2018).



3. The records and publications of the Maryland Real Estate Commission reflect this decision.

February 5, 2024  
Date Decision Issued

JCJ/at  
#209890

  
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Jennifer M. Carter Jones  
Administrative Law Judge