

<p><b>IN THE MATTER OF THE CLAIM</b></p> <p><b>OF LEMART SALISBURY,</b></p> <p><b>CLAIMANT</b></p> <p><b>AGAINST THE MARYLAND HOME</b></p> <p><b>IMPROVEMENT GUARANTY FUND</b></p> <p><b>FOR THE ALLEGED ACTS OR</b></p> <p><b>OMISSIONS OF WILLIAM</b></p> <p><b>GARGANO,</b></p> <p><b>T/A JW CORNERSTONE</b></p> <p><b>REMODELERS LLC,</b></p> <p><b>RESPONDENT</b></p>	<p>* <b>BEFORE DEBORAH S. RICHARDSON,</b></p> <p>* <b>AN ADMINISTRATIVE LAW JUDGE</b></p> <p>* <b>OF THE MARYLAND OFFICE</b></p> <p>* <b>OF ADMINISTRATIVE HEARINGS</b></p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>* <b>OAH No.: LABOR-HIC-02-22-28213</b></p> <p>* <b>MHIC No.: 22 (75) 989</b></p>
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**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 July 19, 2022, Lemart Salisbury (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)<sup>1</sup> Guaranty Fund (Fund) for reimbursement of \$9,200.00 for actual losses allegedly suffered as a result of a home improvement contract with William Gargano, trading as JW Cornerstone Remodelers LLC. Md. Code Ann., Bus. Reg.

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

§§ 8-401 to -411 (2015 & Supp. 2022).<sup>2</sup> On October 26, 2022, the MHIC issued a Hearing Order on the Claim. On November 7, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On February 27, 2022, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. The Claimant represented himself. The Respondent represented himself. Eric London, Assistant Attorney General, Department, represented the Fund. The Claimant and Mr. London were present in Hunt Valley; the Respondent participated in the hearing by video. Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(c).

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?
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 - Contract between the Respondent and the Claimant, July 6, 2020
- Clmt. Ex. 2 - Visa receipt, July 9, 2020
- Clmt. Ex. 3 - Automated Permit Tracking System Approvals Detail Screen with handwritten notations, printed October 25, 2021
- Clmt. Ex. 4 - Emails between the Claimant and the Respondent, July 18, 2021, July 20, 2021, July 23, 2021, March 6, 2022

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

I admitted the following exhibits offered by the Respondent:

Resp. Ex. A - Check from the Respondent to Danny Collins for \$3,094.00, July 17, 2020

Resp. Ex. B - Check from the Respondent to Craig Tankersly for \$900.00, July 3, 2020; ledger entry for check for \$600.00 for the Claimant's project, August 14, 2020

Resp. Ex. C - Letter from the Respondent To Whom It May Concern, April 7, 2022; emails between the Respondent and Baltimore County Permit Office, February 10, 2021 through April 18, 2022; Notice of Zoning Hearing, February 10, 2021

Resp. Ex. D - Contract between the Respondent and the Claimant, July 6, 2020

Resp. Ex. E - Application for Building Permit, undated

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - Notice of Hearing, December 29, 2022

Fund Ex. 2 - Hearing Order, October 26, 2022

Fund Ex. 3 - Licensing information, January 26, 2023

Fund Ex. 4 - Home Improvement Claim Form, July 17, 2022

Fund Ex. 5 - Letter from MHIC to the Respondent, August 22, 2022

### Testimony

The Claimant testified in his own behalf.

The Respondent testified in his own behalf.

The Fund did not present any testimony.

### 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 01-138912.

2. The Claimant is the owner of a single-family home in Randallstown, Maryland (the Property).

3. On July 6, 2020, the Claimant and the Respondent entered into a contract for the Respondent to build a sunroom/deck on the back of the Property (Contract). The Contract provided for a 16' by 12' four-season room with energy efficient windows and recessed lighting that would meet or exceed Baltimore County Code, and included the Respondent providing drawings and paying all fees for a Building Permit. (Resp. Ex. D).

4. The original agreed-upon Contract price was \$37,060.00. The Contract provided for three payments of \$9,200.00 as a deposit, at start of the work, and when the work was 50% completed, and a fourth and final payment of \$9,460.00 upon completion.

5. On July 9, 2020, the Claimant paid the Respondent a \$9,200.00 deposit by credit card.

6. The Contract provides that the Respondent will apply for a building permit within thirty days after signing the Contract and receipt of the deposit. The Contract provides that if a variance is needed, the permit process will take longer. (Cl. Ex. 1).

7. The Contract also provides: "Should the Contractor be unable to obtain a building permit or variance on behalf of the Owner, this contract shall be declared null and void, and the Contractor hereby agrees that he will return to Owner all deposit monies, less the costs he had to expend on attempting to obtain the necessary building permit and variance." (Cl. Ex. 1).

8. The Contract also provides: "if the county or municipality deems it is necessary to obtain a variance in order to secure a building permit, Owner is responsible for all variance fees." (Cl. Ex. 1).

9. The Claimant did not hear from the Respondent from July 2020 to July 2021.

10. In November 2020, the Claimant went to the Baltimore County permit office to inquire whether the Respondent had applied for a permit. At that time the Claimant learned that his project required a variance. The Respondent never communicated with the Claimant that a variance was required.

11. On February 10, 2021, a zoning hearing was scheduled for March 8, 2021 for a variance on the Contract. The Respondent never informed the Claimant about the zoning hearing.

12. That same day, the Baltimore County permit office informed the Respondent that the Claimant would receive a call from the Daily Record<sup>3</sup> for payment for a required newspaper advertisement. The Respondent never informed the Claimant of the required newspaper advertisement.

13. No one arranged for the newspaper advertisement on the variance and the permit office postponed the March 2021 hearing date.

14. The Respondent did not communicate with the Claimant the next steps necessary to obtain a variance and building permit.

15. On July 18, 2021, the Claimant emailed the Respondent and informed him the delays were unacceptable and that he needed the project started and completed in the next thirty days or he would be expecting a refund of his deposit.

16. On July 20, 2021, the Respondent emailed the Claimant and informed him the progress on his Contract was stalled because of variance process that needed to be completed before the County would release the building permit.

17. On July 23, 2021, the Claimant sent the Respondent a letter informing him that he had gone to the zoning office and learned the proper paperwork was never submitted and the

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<sup>3</sup> The Daily Record is a Maryland business and legal newspaper.

newspaper publication requirement was not met to have a variance hearing. Therefore, the hearing had been cancelled.

18. On August 30, 2021, a representative from the Respondent's company contacted the permit office to inquire about how to proceed.

19. That same day, the permit office responded and informed the Respondent that the original hearing had been postponed due to the requirement of the newspaper advertisement not being met and that no one had reached out to reschedule another date.

20. On September 10, 2021, the Respondent contacted the permit office to follow up on the project.

21. The Respondent never followed up with the permit office after that date.

22. The Respondent never called the Claimant to update him on the status of the variance.

23. On a date unclear from the record, the Claimant filed a complaint with the MHIC.

24. In response to that complaint, in April 2022, the Respondent informed the MHIC that the variance hearing was cancelled because the Claimant refused to pay a \$100 fee. The Respondent claimed that he attempted to contact the newspaper office to pay the fee and was told it was too late and that it contacted the permit office and did not receive responses to phone calls and emails.

25. On July 17, 2022, the Claimant filed his Claim with the MHIC.

#### **DISCUSSION**

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); State Gov't § 10-217; 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 Cnty. 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) (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. For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Respondent was a licensed home improvement contractor at the time the Respondent entered into the Contract with the Claimant. 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. *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). Moreover, the Claimant did not unreasonably reject good faith efforts by the Respondent to resolve the claim. *Id.* § 8-405(d) (Supp. 2022).

I find by a preponderance of the evidence that the Respondent abandoned the Claimant’s Contract and therefore, performed an incomplete home improvement.

The Claimant testified at the hearing that as he signed the Contract with the Respondent in July 2020, he knew there would be some delays initially due to the COVID pandemic. However, after a more than generous amount of time, and not having heard anything from the Respondent, he went to the Baltimore County permit office to inquire about the project. It was only from the permit office that he learned a variance would be required in order for the Respondent to obtain a permit. The Claimant only then learned about the March 2021 zoning hearing, and that it had been subsequently cancelled, from the permit office. The Respondent never communicated with the Claimant about the status of his project or that any fees were owed to the Baltimore County permit office or to the Daily Record to advertise the variance. I found the Claimant entirely credible with respect to his communication, or lack of communication with the Respondent, on the issue of the variance and advertisement fees.

Mr. Gargano testified that he contacted the Claimant about the \$100 fee that needed to be paid for the variance and that the Claimant refused to pay that fee. (Resp. Ex. C). Mr. Gargano also claimed that he never received responses to phone calls or emails from the permit office. (Resp. Ex. C). I do not find Mr. Gargano credible. The Claimant needed this four-season room built to house his elderly mother who was recovering from cancer treatment. He immediately paid a \$9,200.00 deposit on a \$37,060.00 Contract. The Contract provided that the Respondent was to obtain the building permit; however, the Claimant would be responsible for any variance fees. I do not find it believable that the Claimant would entirely halt this project, which was of the utmost importance to him, over a \$100.00 fee, that he was responsible for per the Contract. Moreover, the Respondent's claim that he was unable to communicate with the permit office is belied by the fact that the Claimant was easily able to communicate with that office on multiple occasions.



I find that the Respondent failed to communicate to the Claimant that \$100.00 was owed to advertise the variance and allowed the variance hearing to be cancelled. The Respondent failed to diligently pursue the variance with the Baltimore County permit office. The Contract was signed in July 2020 and by April 2022 the Respondent had only communicated to the Claimant that the delay was due to the variance, but not that the delay was due to the failure to pay the \$100.00. As stated previously, the Respondent never asked the Claimant to pay this fee; the Claimant never refused to pay this fee; and therefore, the delay was entirely attributable to the Respondent's lack of diligence. Moreover, the Claimant waited more than a reasonable amount of time before determining the Respondent had abandoned the job.

The Respondent argued that he had otherwise put substantial time and resources into the Claimant's project. For example, he submitted evidence that he had paid his salesman \$3,094.00 in commission. (Resp. Ex. A). I fail to see how a commission payment to his salesman is evidence of the Respondent working on the Contract. The Respondent also submitted a check for \$900.00 he claimed he paid to a subcontractor for architectural drawings for this job. (Resp. Ex. B). However, the date on that check is July 3, 2020, which is before the Contract was signed with the Claimant. And there is no notation on the check that it had anything to do with this project. The Respondent has failed to establish this \$900.00 check was for this Contract with the Claimant. The Respondent also submitted a ledger entry showing a check for \$600.00 was paid in connection with this job on August 14, 2020, but does not say to whom the check was paid. (Resp. Ex. B). Moreover, Respondent's Exhibit E is a permit application with attached architectural drawings of the Claimant's project. However, this work purportedly done on the Claimant's behalf, was of absolutely no value to the Claimant when the Respondent failed to inform the Claimant that he owed a \$100.00 fee for advertisement of the variance in order to schedule the variance hearing.

I thus find that the Claimant is eligible for compensation from the Fund.

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.

The Respondent abandoned the Contract without doing any work of value to the Claimant. Accordingly, the following formula appropriately measures the Claimant's actual loss: "If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract." COMAR 09.08.03.03B(3)(a). Therefore, the Claimant's actual loss is the \$9,200.00 deposit paid by the Claimant to the Respondent.

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>4</sup> Bus. Reg. § 8-405(e)(1), (5) (Supp. 2022); COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss is equal to the amount paid to the Respondent and less than \$30,000.00. Therefore, the Claimant is entitled to recover his actual loss of \$9,200.00.

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<sup>4</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").

**PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$9,200.00 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)(a). I further conclude that the Claimant is entitled to recover that amount 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 \$9,200.00; 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>5</sup> and

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

*Deborah S. Richardson*

May 30, 2023  
Date Decision Issued

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Deborah S. Richardson  
Administrative Law Judge

DSR/at  
#205274

<sup>5</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

**PROPOSED ORDER**

***WHEREFORE, this 18<sup>th</sup> day of July, 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.***

***Heather Connellee***

***Heather Connellee***

***Panel B***

***MARYLAND HOME IMPROVEMENT  
COMMISSION***

**IN THE MATTER OF THE CLAIM OF  
LEMART SALISBURY  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ACTS OR OMISSIONS OF  
WILLIAM GARGANO AND JW  
CORNERSTONE REMODELERS,  
LLC**

**\* MARYLAND HOME  
\* IMPROVEMENT COMMISSION  
\*  
\* MHIC CASE NO. 22(75)989  
\* OAH CASE NO. LABOR-HIC-  
\* 02-22-28213  
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**\* \* \* \* \***

**FINAL ORDER**

This matter was originally heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on February 22, 2023. Following the evidentiary hearing, the ALJ issued a Proposed Decision on May 30, 2023, concluding that the homeowner, Lemart Salisbury (“Claimant”) suffered an actual loss as a result of the acts or omissions of William Gargano and JW Cornerstone Remodelers, LLC (collectively, “Contractor”). *ALJ Proposed Decision* p. 11. In a Proposed Order dated July 18, 2023, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to grant an award of \$9,200.00 from the Home Improvement Guaranty Fund. The Contractor subsequently filed exceptions to the MHIC Proposed Order.

On October 5, 2023, a three-member panel (“Panel”) of the MHIC held a remote hearing on the exceptions filed in this matter. The Claimant and Contractor participated without counsel. Assistant Attorney General Jessica Kaufman appeared at the exceptions hearing on behalf of the Guaranty Fund. The Commission entered the following preliminary exhibits as part of the record of the exceptions hearing without objection: 1) hearing notice; 2) transmittal letter, ALJ Proposed Decision, and MHIC Proposed Order; and 3) Contractor’s exceptions. Neither the Claimant nor the Contractor produced a copy of the transcript of the hearing before the ALJ. The Contractor sought to present new evidence at the exceptions hearing, but failed to demonstrate that the evidence he wished to present was not discovered before the OAH hearing. Therefore, the Panel’s

review of the record was limited to the preliminary exhibits for the exceptions hearing, the OAH Proposed Decision, and the exhibits offered as evidence at the OAH hearing. COMAR 09.01.03.09(G) - (I).

The claim in this proceeding relates to a contract between the parties for the construction of a deck and four seasons room addition at the Claimant's home. The ALJ found that the Contractor abandoned the contract and, therefore, that the Contractor's performance under the contract was incomplete. *ALJ's Proposed Decision* p. 7.

On exception, the Contractor argued that the ALJ erred in finding that he abandoned the contract because the Claimant actually decided not to proceed with the project and refused to pay for an advertisement necessary to obtain a variance for the project. The Commission finds no error.

The Contractor did not cite any evidence in support of his position. The only evidence relating to the required advertisement is an email from the Baltimore County permit office to the Contractor's representative asking him to advise the Claimant that he would receive a call from the Daily Record to obtain payment for the variance hearing notice advertisement, and the Contractor's April 7, 2022, response to the Claimant's MHIC complaint stating that the Claimant was contacted about the advertisement and refused to pay (OAH Hearing Respondent's Exhibit C), and the Contractor's testimony that he contracted the Claimant about the advertisement and the Claimant refused to pay—testimony that the ALJ found not to be credible.

The Claimant credibly testified, in the ALJ's opinion, that the Contractor never advised him that a variance would be required for his project and that he did not discover the need for a variance until he visited the county permit office in July 2021. In addition, in a July 20, 2021, email to the Claimant responding to complaints about delays in the project, the Contractor blamed

the county permit office for the delay and suggested that the Claimant take his frustration out on the county (OAH Hearing Claimant's Exhibit 4), and on August 30, 2021, an employee of the Contractor emailed the county permit office and advised that "[w]e were under the impression that a new hearing had to be set and we hadn't heard from anybody." Both of these communications are inconsistent with the Contractor's assertion that he spoke with the Claimant about the need to pay for the advertisement and that the Claimant refused to pay for the advertisement prior to a scheduled March 8, 2021, variance hearing.

The Contractor also argued on exception that the ALJ erred in declining to reduce the Claimant's award based on the costs the Contractor incurred in the partial performance of the contract. The Contractor's purported costs included the commission paid to salesman for selling the home improvement to the Claimant and \$900.00 paid to an architect. The Commission finds that the ALJ erroneously found that the Contractor abandoned the Claimant's project without doing any work, and therefore applied the incorrect regulatory formula for the calculation of the Claimant's actual loss. However, after correcting the factual findings and applying the correct formula, the Commission finds that the ALJ's ultimate calculation of the Claimant's award was correct.

COMAR 09.08.03.03.B(3), which governs the calculation of actual loss, provides, in pertinent part, as follows:

**(3) Unless it determines that a particular claim requires a unique measurement, the Commission shall measure actual loss as follows:**

**(a) If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract.**

**(b) 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.

The ALJ applied COMAR 09.08.03.03.B(3)(a), which is applicable to claims where the contractor has abandoned a contract without having performed any work. However, the record demonstrates that the Contractor filed a permit application for the Claimant's project. The record further demonstrates that the Claimant is not seeking another contractor to complete the project. Therefore, the Commission finds that the ALJ should have calculated the Claimant's loss under COMAR 09.08.03.03.B(3)(b).

Under COMAR 09.08.03.03.B(3)(b), a claimant's actual loss is calculated by deducting the value of the materials and services provided by the contractor from the amount paid by the claimant to the contractor. In this case, the Claimant paid the Contractor \$9,200.00. The Contractor argued that the Claimant's award should be reduced by the \$3,094.00 sales commission it paid for the contract. The Commission disagrees, as the sales commission does not relate to labor or materials provided to the Claimant and did not result in any benefit to the Claimant. The Contractor also argued that the Claimant's actual loss should be reduced by \$900.00 that he paid to an architect. However, as the ALJ noted, the Contractor's \$900.00 check predated the Claimant's contract and makes no reference to the Claimant's project, so the Commission agrees with the ALJ that the Contractor failed to demonstrate that the expense was incurred for work on the Claimant's project. The Contractor also argued that \$600.00 listed in a ledger entry that the Contractor's records attributed to the Claimant's project should be considered in the calculation of the award. However, as the ALJ noted, the ledger did not indicate the payee of the \$600, or otherwise indicate the purpose of the payment. In addition, there is no evidence of the Contractor providing any valuable service or material to the Claimant, the permit application having been abandoned.



Accordingly, the Commission finds that the Contractor did not provide anything of value to the Claimant under the contract and holds that the Claimant suffered an actual loss of \$9,020.00, which is calculated as follows under COMAR 09.08.03.03.B(3)(b):

\$9,200.00	Amount paid by Claimant to Contractor
<u>- \$0.00</u>	<u>Value of materials and services provided by Contractor</u>
\$9,200.00	Actual loss

Having considered the parties' arguments, the evidence contained in the record, and the ALJ's Recommended Decision, it is this 25<sup>th</sup> day of October 2023, **ORDERED:**

- A. That the Findings of Fact of the Administrative Law Judge are **AMENDED**;
- B. That the Conclusions of Law of the Administrative Law Judge are **AMENDED**;
- C. That the Proposed Decision and Recommended Order of the Administrative Law Judge is **AMENDED**;
- D. That the Claimant is awarded \$9,200.00 from the Maryland Home Improvement Guaranty Fund;
- E. That the Contractor shall remain ineligible for a Maryland Home Improvement Commission license until the Contractor reimburses the Guaranty Fund for all monies disbursed under this Order plus annual interest of at least ten percent (10%) as set by the Commission, *Md Code Ann.*, Bus. Reg. §§ 8-410(a)(1)(iii), 8-411(a);
- F. That the records and publications of the Maryland Home Improvement Commission shall reflect this decision; and

G. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

*Joseph Tunney*  
**Chairperson – Panel  
Maryland Home Improvement  
Commission**