

THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

V.

CELESTINE HOWARD
RESPONDENT

AND

CLAIM OF DOUGLAS CHICHESTER
AGAINST THE MARYLAND
REAL ESTATE COMMISSION
GUARANTY FUND

* BEFORE MARC H. NACHMAN,
* ADMINISTRATIVE LAW JUDGE,
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH No: DLR-REC-24-09-25465
* REC CASE NO: 2008-RE-870
*

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated July 19, 2010, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 23rd day of August, 2010,

ORDERED,

- A. That the Findings of Fact in the Recommended Decision be, and hereby are, AFFIRMED;
- B. That the Conclusions of Law in the Recommended Decision be, and hereby are, APPROVED;
- C. That the Recommended Order in the Recommended Decision be, and hereby is, ADOPTED;

and,

D. That the records, files and documents of the Maryland State Real Estate Commission reflect this decision.

MARYLAND STATE REAL ESTATE COMMISSION

8/18/10
Date

By: SIGNATURE ON FILE
Anne S. Cooke, Commissioner

IN THE MATTER OF THE CLAIM * **BEFORE MARC H. NACHMAN,**
OF DOUGLAS CHICHESTER, * **AN ADMINISTRATIVE LAW JUDGE**
AGAINST THE MARYLAND REAL * **OF THE MARYLAND OFFICE**
ESTATE GUARANTY FUND, * **OF ADMINISTRATIVE HEARINGS**
FOR THE ALLEGED MISCONDUCT * **OAH No.: DLR-REC-24-09-25465**
OF CELESTINE HOWARD * **REC No.: 08-RE-870**

* * * * *

RECOMMENDED DECISION

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

STATEMENT OF THE CASE

On June 18, 2008, Douglas Chichester (Claimant) filed a complaint with the Maryland Real Estate Commission (REC) Guaranty Fund (Fund) against Celestine Howard (Respondent), a licensed real estate broker. The Claimant later requested \$2,350.00 for losses caused by the Respondent’s misconduct. On June 17, 2009, the REC filed regulatory charges against the Respondent related to a real estate transaction involving the Claimant and authorized the Claimant to proceed with his claim against the Fund. The REC transmitted the case to the Office of Administrative Hearings (OAH) on June 19, 2009, for a contested case hearing.

On May 7, 2010, I conducted a hearing at the OAH in Hunt Valley, Maryland. Md. Code Ann., Bus. Occ. & Prof. § 17-407(c)(2)(ii) (2004).¹ Jessica Kaufman, Assistant Attorney

¹ This article will be referred to as the “Business Occupations Article.”

General (AAG), represented the REC. AAG Kris King represented the Fund. Neither the Respondent nor the Claimant was present at the hearing despite notice.

Procedure is governed by the contested case provisions of the Administrative Procedure Act, the procedures for Administrative Hearings of the Department of Labor, Licensing and Regulation, and the Rules of Procedure of the OAH. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 09.11.03; COMAR 28.02.01.

ISSUES

1. Did the Respondent violate section 17-322(b)(25) of the Business Occupations Article by engaging in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent or improper dealings?
2. Did the Respondent violate COMAR 09.11.01.16 and section 17-322(b)(25) of the Business Occupations Article by failing to timely respond to the REC's inquiries?
3. Did the Claimant suffer an actual monetary loss compensable by the REC Guaranty Fund as a result of the conduct of the Respondent and, if so, what is the amount of the loss?

SUMMARY OF THE EVIDENCE

Exhibits

The REC submitted the following documents into evidence:

- REC Ex. 1 - Notice of Hearing, dated February 26, 2010, with attachments regarding undeliverable mail sent to the Claimant
- REC Ex. 2 - Correspondence from AAG Kaufman to Claimant at an alternate address, dated April 20, 2010
- REC Ex. 3 - Transmittal from REC to OAH, with attached Statement of Charges and Order for Hearing
- REC Ex. 4 - Licensing records relating to Respondent
- REC Ex. 5 - Complaint and Guaranty Fund Claim by the Claimant, received June 18, 2008

- REC Ex. 6 - Single Family Dwelling Lease between Respondent and Famol Bancshares, LTD., dated November 1, 2006
- REC Ex. 7 - Residential Tenancy Agreement between Respondent and Claimant, dated December 5, 2007
- REC Ex. 8 - Correspondence from REC to the Respondent, dated June 20, 2008, with attachments
- REC Ex. 9 - Report of Lucinda Rezek, REC Investigator, undated.

The Fund did not submit any additional documents to be admitted into evidence. Neither the Respondent nor the Claimant was present at the hearing, and neither submitted any documents to be admitted into evidence.

Testimony

The REC presented the testimony of Lucinda Sands,² REC Investigator, and Oladipo Famuyiwa, licensed broker, Leeds Realty. Neither the Claimant, the Respondent nor the Fund presented the testimony of any witnesses.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to this matter, the Respondent was a licensed real estate agent. At present, her license is on inactive status.
2. At all times relevant to this matter, the Respondent was licensed as an agent with Visions Realty International, LLC.
3. Oladipo Famuyiwa was the licensed real estate broker for Leeds Realty. He also controlled Famol Bancshares, Ltd., a separate entity. He is not affiliated with Visions Realty International, LLC.

² The witness' former surname was Rezek, which she used in her report. See REC Ex. 9.

4. Mr. and Mrs. Sinha Pankaj owned a condominium located at 6522 Lake Park Drive, #301, in Greenbelt, Maryland (Condominium).

5. Mr. and Mrs. Pankaj retained Mr. Famuyiwa as their property manager to rent the Condominium through a management company he controlled, Famol Bancshares, Ltd.

6. Mr. Famuyiwa, as agent for the owners and through Famol Bancshares, Ltd., rented the Condominium to the Respondent under a Single Family Dwelling Lease (Lease) dated November 1, 2006 (REC Ex. 6). Under the terms of the Lease, the Respondent was obligated to pay a security deposit of \$1,300.00, and monthly rental payments of \$1,300.00. The Lease prohibited subletting or assigning the Condominium without prior approval of the landlord.

7. On December 5, 2007, the Respondent rented the Condominium to the Claimant under a Residential Tenancy Agreement (Agreement)³ she prepared (REC Ex. 7).

8. Under the terms of the Agreement, the Claimant was obligated to pay the Respondent a security deposit of \$2,325.00, and monthly payments of \$1,550.00. The Respondent did not seek approval from her landlord to sublet or assign the Condominium.

9. The Agreement listed both the Respondent and Leeds Realty as landlords.

10. The Respondent was not authorized to act on behalf of Leeds Realty or to use its name in this or any in other real estate transaction.

11. The Respondent did not advise the Claimant that she was not affiliated with Leeds Realty and was not authorized to act on its behalf.

12. The Respondent did not pay Famol Bancshares, Ltd., the rent she was required to pay under the Lease.

³ The terms "Lease" and "Agreement" have no legal significance or difference other than they were used to name the respective real estate agreements. The distinction is being used in this instance to differentiate the contracts.

13. In the summer of 2008, on behalf of the owners of the Condominium, Mr. Famuyiwa evicted the Claimant from the premises.

14. As a result of the eviction, the Claimant's property was removed from the Condominium and some of his property was lost or stolen.

15. On June 18, 2008, the Claimant filed a written complaint with the REC.

16. On June 20, July 25 and September 4, 2008, the REC sent the Claimant written inquiries at her home and her business address concerning the complaint. The Respondent failed to respond to any of these written inquiries.

17. By fax received on April 14, 2009, the Claimant filed a claim with the Fund for losses allegedly incurred as a result of the Respondent's acts or omissions. The Claimant sought reimbursement of \$2,350.00

18. The Respondent and the Claimant were mailed notice of this hearing at their last known addresses. Neither party appeared.

DISCUSSION

I. Notice of the Hearing and the Parties' Failures to Appear

On February 26, 2010, the OAH mailed a notice of the hearing to the Respondent to her last business address on file with the REC by certified and regular mail. The notice advised the Respondent of the time, place and date of the hearing. According to the OAH records, on April 27, 2010, the U. S. Postal Service returned the certified mail to the OAH marked "UNCLAIMED." The regular mail that was sent to the Respondent at her address of record was not returned to the OAH.

On March 1, 2010, the OAH mailed a notice of the hearing and a subsequent letter containing a subpoena to the Claimant; these letters were mailed to the Claimant at his last known address by certified and regular mail. The notice advised the Respondent of the time,

place and date of the hearing; the subpoena commanded his appearance at the hearing. On March 10 and 11, 2010, respectively, the U. S. Postal Service returned the letters to the OAH marking them as "MOVED, LEFT NO ADDRESS, UNABLE TO FORWARD, RETURN TO SENDER." REC Ex. 1.

I am satisfied that the letters containing the OAH Notice of Hearing sent to the Respondent and the Claimant at their respective addresses were reasonably calculated to give both the Respondent and the Claimant adequate notice to appear at the hearing. Accordingly, when the Respondent and the Claimant failed to appear, Md. Code Ann., Bus. Occ. & Prof. § 17-408 (2004); COMAR 09.01.02.05; COMAR 09.01.02.07.

Both the REC and Fund requested that the hearing proceed in the absence of the Respondent and the Claimant in lieu of default, which I agreed to do. COMAR 28.02.01.23.

II. Underlying transactions

A. The Lake Park Drive Condominium Rental

Ms. Sands, the REC Investigator, and Mr. Famuyiwa, the licensed broker for Leeds Realty and principal in Famol Bancshares, testified credibly at the hearing. Ms. Sands' testimony was generally consistent with the written report of her investigation (REC Ex. 9), as well as consistent with the documentary evidence in this matter. Mr. Famuyiwa's testimony was equally convincing, being internally consistent and externally consistent with Ms. Sand's testimony and the documentary evidence presented.

Mr. Famuyiwa testified that he was the licensed broker for Leeds Realty, a real estate brokerage in Maryland. He was also a principal in Famol Bancshares, Ltd., a property management company. His firm served as property manager for Mr. and Mrs. Pankaj, who owned the Condominium located at 6522 Lake Park Drive, #301, in Greenbelt, Maryland. As agents for Mr. and Mrs. Pankaj, and in the name of Famol Bancshares, Mr. Famuyiwa leased the

condominium to the Respondent under a "Single Family Dwelling Lease" (Lease) dated November 1, 2006 (REC Ex. 6).

Under the terms of the lease, the Respondent agreed to pay the landlord an initial security deposit of \$1,300.00 as well as \$1,300 per month rent. Paragraph 16 of the lease prohibited the Respondent from subletting or assigning the Condominium lease without prior written consent of the landlord.

Without the knowledge or permission of Mr. Famuyiwa, on December 5, 2007, the Respondent entered into a "Residential Tenancy Agreement" (Agreement) with the Claimant (REC Ex. 7). The Respondent and Leeds Realty were listed as the landlords, although Mr. Famuyiwa, the broker for Leeds, had not authorized the Respondent to act on behalf of Leeds and had no knowledge that the Respondent was holding herself out as a partner or other affiliate of Leeds in this or any other transaction.

Under the terms of the Agreement, the Respondent and Leeds leased the Condominium to the Claimant for \$1,550.00 per month (\$250.00 more than she was obligated to pay Famol Bancshares under the Lease), and sought from the Claimant a security deposit of \$2,325.00 (\$1,025.00 more than she was obligated to pay as a security deposit under the Lease). Regardless of any of these increased obligations, the Respondent did not pay Famol Bancshares any additional security deposit or the ongoing monthly rental which she was obligated to pay under the Lease a fact confirmed by Mr. Famuyiwa.

Mr. Famuyiwa did not know about the Claimant's sublease until the summer of 2008 when the Condominium flooded. While investigating the flood, Mr. Famuyiwa met the Claimant, who introduced himself as the tenant renting the Condominium. The Claimant did not, however, have a lease or an approved sublease with Mr. Famuyiwa, Famol Bancshares or the owners. Moreover, the Respondent had not paid rent on the Condominium despite her obligation

to do so under the Lease; although she allegedly collected rental payments from the Claimant under the Agreement, any rental payments that the Claimant paid to the Respondent were never paid over Mr. Famuyiwa.⁴

As a result of these events, Mr. Famuyiwa evicted the Claimant, whose personal property was removed from the condominium and, according to the filed claim, was lost or stolen after its removal.⁵ Additionally, the Respondent was not authorized to act on behalf of Leeds Realty, and she was not authorized by Leeds to include that entity as a landlord in the Agreement.

B. The REC's Written Inquiry to the Respondent

The REC sent the Respondent a letter on June 20, 2008, requesting a response to the claim; it sent a second letter on July 25, 2008 when the first letter did not garner a response. The REC sent a third letter to the Respondent on September 8, 2008. To date, the Respondent has yet to respond to any of these inquiries.

III. Regulatory charges

A. Applicable statutes and regulations

The Commission charged the Respondent with violating the Maryland Real Estate Law. The charges derive from section 17-322 of the Business Occupations Article, which authorizes the REC to reprimand a licensee, or suspend or revoke a licensee's license for violation of any of the listed subsections. In addition to or in lieu of a reprimand, suspension, or revocation, the REC may impose a \$5,000.00 penalty for each violation of section 17-322. Specifically, the REC alleges that the Respondent violated the following subsection:

⁴ Ms. Sands reported that the Claimant told her during her investigation that he paid the security deposit and monthly rental payments in cash, but he could not now locate his receipts (REC Ex. 9). Because the Claimant did not appear at the hearing, I have no evidence of these payments and cannot make a finding that these payments were indeed made. Although this lack of finding affects the claim against the Fund, it does not affect the regulatory charges, as explained below.

⁵ The Claimant did not file a claim for the monthly rental payments or the loss of his property. He merely claimed \$2,350.00 for the "deposit for illegal [sic] rented apartment," an amount that was overstated \$25.00 greater than that listed in the Agreement (REC Ex. 5).

§ 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 dealings....

B. Residential Tenancy Agreement with the Claimant

Applying the statutory prohibitions referenced above, the Respondent's actions in this transaction amply demonstrate, at the least, bad faith, incompetence, untrustworthiness, and dishonest dealings. The Respondent fraudulently and improperly listed Leeds Realty, her landlord under the Lease, as her co-landlord under the Agreement with the Claimant. Not only was she not authorized to use this appellation, but Mr. Famuyiwa, the broker for Leeds, did not know that the Respondent was asserting this authority or affiliation.

The Respondent's Agreement with the Claimant required him to pay an increased security deposit and monthly rent, which by itself does not demonstrate bad faith, incompetence, untrustworthiness, or dishonest dealings. However, the Respondent did not have the authority to enter into the Agreement, nor did she seek permission from her landlord for that authority. Furthermore, if the Respondent collected any of these sums from the Claimant, she did not pay them over to her landlord, causing the Claimant to be evicted, despite his alleged payment of rent.⁶ These actions clearly show that the Respondent acted in bad faith, was incompetent, untrustworthy, and dishonest in her dealings. Renting a property that she did not have the right to

⁶ This assertion was based on Mr. Famuyiwa's testimony that he did not receive rent from the Respondent. I cannot assume, without more, that the Claimant paid rent to the Respondent. See footnote 4, above.

rent was an improper transaction. The Respondent was dishonest with her landlord by failing to seek permission or advise him about the sublease, and was dishonest with the Claimant, asserting her authority to sublease the property, which she did not have the right to do. The REC has proven that the Respondent violated section 17-322(b)(25) of the Business Occupations Article.

C. Failing to respond the REC inquiries.

The second listed violation also entails §17-322(b)(25). The Respondent did not timely respond to the REC's written inquiries, which is a separate and distinct violation of that subsection. COMAR 09.11.01.16 requires the following:

.16 Form of Licensee's Reply to Commission's Written Inquiries.

A licensee shall reply in writing to the Commission within 20 days of receipt of written inquiries directed to the licensee by the Commission. Failure to reply in this way may be considered by the Commission to be a violation of Business Occupations and Professions Article, §17-322(a)(25),⁷ Annotated Code of Maryland, for which revocation or suspension of the license can be imposed.

On three occasions, the REC sent a written inquiry to the Respondent at addresses that were on file with the REC. The Claimant was licensed at the time these letters were sent to her, and she is still licensed, although on an inactive status. By failing to claim the letters, the Respondent ignored the written inquiry, which is a violation of section 17-322(b)(25) the Business Occupations and Professions Article and COMAR 09.11.01.16.

D. Sanctions

The Respondent violated section 17-322(b)(25) in two different and distinct ways. Each violation subjects the Respondent to being reprimanded or to having her license suspended or revoked. Business Occupations Article, § 17-322(b). Further, section 17-322(c) provides for the imposition of monetary penalties as follows:

⁷ The regulation references section 17-322(a)(25) of the Business Occupations Article; the proper reference should be 17-322(b)(25). See quoted statute on page 9, above.

(c) *Penalty.* – (1) Instead of or in addition to reprimanding a licensee or suspending or revoking a license under this section, the Commission may impose a penalty not exceeding \$5,000 for each violation.

(2) To determine the amount of the penalty imposed, the Commission shall consider:

- (i) the seriousness of the violation;
- (ii) the harm caused by the violation;
- (iii) the good faith of the licensee; and
- (iv) any history of previous violations by the licensee.

The REC recommended revocation of the Respondent's real estate license, but affirmatively did not recommend a monetary penalty. The Respondent lied about her authority to lease the property and obtained and may have retained money she collected under false pretenses. It is clear from the evidence that the Respondent's actions demonstrated "bad faith, incompetence, untrustworthiness, and dishonest dealings." The actions were brazen and unfairly took advantage of both her landlord and the Claimant, with whom she improperly contracted. Whether or not she collected monthly rental from the Claimant, by failing to pay the landlord the monthly rent she was obligated to pay, the Respondent failed to protect the Claimant from eviction.

The Respondent asserted authority and affiliation that she did not have in detriment to the Claimant and to better her own position. Because the Respondent acted in bad faith and untrustworthy, and the transaction she created was dishonest, fraudulent and improper, I agree with the REC that the Respondent's real estate license should be revoked so she can no longer use her license to cheat others or assume identities or affiliations she was not entitled to use.

III. Fund Claim

Claims for reimbursement from the Fund are governed by § 17-404, which states, in pertinent part:

§ 17-404. Claims against the Guaranty Fund.

(a) *In general.* -- (1) Subject to the provisions of this subtitle, a person may recover compensation from the Guaranty Fund for an actual loss.

(2) A claim shall:

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

...

3. a licensed real estate salesperson;

...

(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.

With respect to claims against the Fund, COMAR 09.11.03.04 further provides as follows:

.04 Claims Against the Guaranty Fund

A. A guaranty fund claim shall be based on the alleged misconduct of a licensee.

B. For the purpose of a guaranty fund claim, misconduct:

(1) Is an action arising out of a real estate transaction involving real estate located in this State which causes actual loss by reason of theft or embezzlement of money or property, or money or property unlawfully obtained from a person by false pretense, artifice, trickery, or forgery, or by reason of fraud, misrepresentation, or deceit;

(2) Is performed by an unlicensed employee of a real estate broker or by a duly licensed real estate broker, associate broker, or salesperson; and

(3) Involves conduct for which a license is required by Business Occupations and Professions Article, Title 17, Annotated Code of Maryland.

COMAR 09.11.01.18 additionally addresses the issues surrounding recovery from the Fund:

The amount of compensation recoverable by a claimant from the Real Estate Guaranty Fund, pursuant to Business Occupations and Professions Article, Title 17, Subtitle 4, Real Estate Guaranty Fund, Annotated Code of Maryland, shall be restricted to the actual monetary loss incurred by the claimant, but may not include monetary losses other than the monetary loss from the originating transaction. Actual monetary losses may not include commissions owed to a licensee of this Commission acting in his capacity as either a principal or agent in a real estate transaction, or any attorney's fees the claimant may incur in pursuing or perfecting the claim against the guaranty fund.

A person may recover compensation from the Fund for an actual loss. Business Occupations Article § 17-404(a)(1). The loss must be caused by an act or omission, that occurs in the provision of real estate brokerage services by a licensed real estate broker, and that involves a transaction relating to real estate located in Maryland. Business Occupations Article § 17-404(a)(2)(i). A claimant may receive up to \$25,000 for an actual loss. Business Occupations Article § 17-410(b)(2). The Claimant bears the burden of proof in his case against the Fund. Business Occupations Article § 17-407(e).

Two categories of acts or omissions may give rise to an actual loss. In the first, money or property is obtained by a licensee by theft, embezzlement, false pretenses or forgery. Business Occupations Article § 17-404(a)(iii)(1). In the second, a licensee's act or omission constitutes fraud or misrepresentation. Business Occupations Article § 17-404(a)(2)((iii)(2); COMAR 09.11.03.04B(1).

Despite notice to appear at the hearing, the Claimant was not present. Although the Respondent's actions contained the elements giving rise to a claim, the Fund questioned several items of the claim. Without the Claimant participating in the hearing process, however, no answers were forthcoming.

Primarily, the Fund questioned whether the Claimant's claimed loss was compensated by insurance or by the Respondent, and whether he could prove payment of his security deposit and rent. The Claimant had previously stated to the REC investigator that he did not have the

requested documents, and, therefore, his testimony at the hearing would have been essential to prove his claim. The Claimant asked in his claim for \$2,350.00 for the payment of his security deposit (*see* footnote 5, above), which was \$25.00 more than he was obligated to pay for that deposit under the Agreement. The Claimant submitted no receipts to prove his actual loss, and there was no other way he chose to verify his payments to the Respondent or the loss of his property. Accordingly, because I do not have competent evidence in front of me to determine the legitimacy of the claim, I cannot find that the Claimant met the burden of proof and cannot recommend any award from the Fund.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Real Estate Commission demonstrated by a preponderance of the evidence that:

1. The Respondent violated section 17-322(b)(25) of the Business Occupations Article of the Maryland Annotated Code by engaging in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent or improper dealings, including but not limited to improperly subletting property that she did not have the right to sublease, failing to protect the Claimant to whom she leased the property, by asserting authority that she did not have by stating that she and Leeds Realty were affiliated, and acting in a fraudulent and dishonest manner;
2. The Respondent also violated § 17-322(b)(25) of the Business Occupations Article of the Maryland Annotated Code by failing to timely respond to a written inquiry of the REC.
COMAR 09.11.01.16;
3. The Respondent is subject to sanctions for her conduct, and revocation of her real estate license is an appropriate sanction. § 17-322(c) of the Business Occupations Article of the

Maryland Annotated Code. The REC did not seek, and, therefore, I do not recommend a civil penalty.

4. The Claimant did not prove an actual monetary loss compensable by the Fund as a result of the conduct of the Respondent. § 17-404(a); COMAR 09.11.03.04; COMAR 09.11.01.18.

RECOMMENDED ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, I hereby

RECOMMEND that the Maryland Real Estate Commission:

ORDER that the Respondent's real estate license be revoked; and further

ORDER that the Respondent is not obligated to pay a civil penalty; and further

ORDER that the Claimant's claim against the Maryland Real Estate Commission be

DENIED; and that it further,

ORDER that the records and publications of the Maryland Real Estate Commission

reflect its final decision.

SIGNATURE ON FILE

July 19, 2010
Date decision mailed

Marc H. Nachman
Administrative Law Judge

MHN/tc
115409

**IN THE MATTER OF THE CLAIM * BEFORE MARC H. NACHMAN,
OF DOUGLAS CHICHESTER, * AN ADMINISTRATIVE LAW JUDGE
AGAINST THE MARYLAND REAL * OF THE MARYLAND OFFICE
ESTATE GUARANTY FUND, * OF ADMINISTRATIVE HEARINGS
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OF CELESTINE HOWARD * REC No.: 08-RE-870**

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FILE EXHIBIT LIST

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