

THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

V.

CHARLES M. MARTIN
RESPONDENT

* BEFORE EILEEN C. SWEENEY,
* ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH No: DLR-REC-21-08-41563
* REC CASE NO: 06-RE-232

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated December 22, 2009, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 20th day of January, 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

1/20/2010
Date

By: Anne S. Cooke,
Anne S. Cooke, Commissioner *afc*

MARYLAND REAL ESTATE

* BEFORE EILEEN C. SWEENEY,

COMMISSION

* AN ADMINISTRATIVE LAW JUDGE

v.

* OF THE MARYLAND OFFICE OF

CHARLES M. MARTIN,

* ADMINISTRATIVE HEARINGS

RESPONDENT

* OAH CASE NO: DLR-REC-21-08-41563

* MREC FILE NO: 06-REC-232

* * * * *

RECOMMENDED DECISION

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

STATEMENT OF THE CASE

On October 31, 2008, the Maryland Real Estate Commission (REC) filed charges against Charles M. Martin (Respondent), real estate salesperson, alleging that he made false statements to an REC investigator during the course of an investigation of a complaint filed by Mischa Green¹ (Complainant) against him.

On October 27, 2009, I conducted a hearing at the Office of Administrative Hearings, 11101 Gilroy Road, Hunt Valley, Maryland. Md. Code Ann., Bus. Occ. & Prof. § 17-324 (2004).² Jessica Kaufman, Assistant Attorney General, represented the REC. The Respondent failed to file a request for postponement prior to the hearing and failed to appear at the hearing.³

¹ The Complainant subsequently changed her last name to Toland.

² All statutory references in this decision are to the Business Occupations and Professions Article of the Annotated Code of Maryland (2004) unless otherwise noted.

³ The Complainant appeared only as a witness; she was not a party to this regulatory hearing.

After determining that the Respondent had been properly served, I proceeded to conduct the hearing in his absence. Code of Maryland Regulations (COMAR) 09.01.02.09 and 28.02.01.20.

The Administrative Procedure Act, the procedural regulations of the Department of Labor, Licensing and Regulation, and the Rules of Procedure of the OAH govern the procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009); COMAR 09.01.03, COMAR 09.11.03.02; and COMAR 28.02.01.

ISSUES

The issues in this case are as follows:

1. Did the Respondent make false statements to an REC investigator during the course of an investigation of a complaint filed against the Respondent in violation of COMAR 09.11.02.01C?⁴
2. If so, what is the appropriate sanction?

SUMMARY OF THE EVIDENCE

Exhibits

The REC submitted the following documents that I admitted into evidence:

- | | |
|--------|---|
| REC #1 | July 24, 2009 Notice of Hearing and July 28, 2009 certified mail receipt |
| REC #2 | Undated Transmittal for Department of Labor, Licensing and Regulation (DLLR) REC; undated DLLR Hearing Cover Sheet; October 31, 2008 Statement of Charges and Order for Hearing |
| REC #3 | June 30, 2009 licensing history |
| REC #4 | September 20, 2007 Investigative Services Report of Investigation, with the following attachments: |

⁴ The REC also alleged at the hearing that the Respondent failed to assist with the REC investigation by cancelling numerous scheduled interviews with the investigator; however, because the REC did not make that allegation in its Statement of Charges, I did not base my decision on those alleged cancellations.

- Ex. 1A January 9, 2006 Complaint and Guaranty Fund Claim
 - Ex. 1B Undated Communication Log for 3419 Shannon Drive Property, relating to communications from on or about the last week of July 2005 to November 7, 2008
 - Ex. 1C Emails between the Complainant and the Respondent from August 25, 2005 to September 23, 2005
 - Ex. 1D September 12, 2005 Memorandum from the Complainant to the Respondent
 - Ex. 1E Undated Charles Martin-Agent REMAX 100 Custom List Report
 - Ex. 1F September 24, 2005 Acquisition Information Sheet; September 12-15, 19-22, and 25, 2005 Daily Activity Records
 - Ex. 1G September 30, 2005 – October 14, 2005 emails between the Complainant and Jennifer Welch, Draper & Goldberg, PLLC
 - Ex. 2A February 17, 2006 letter from Alvin C. Monshower, Jr., to the REC
 - Ex. 2B January 16, 2006 letter from the Respondent “To Whom It May Concern”
 - Ex. 3 August 22, 2005 Residential Contract of Sale
 - Ex. 4 August 22, 2005 Addendum #1
 - Ex. 5A August 22, 2005 Addendum to Contract, Agreement to Execute Post-Settlement, Agreement at Settlement
 - Ex. 5B August 24, 2005 emails between Ms. Welch and the Respondent
 - Ex. 6 August 8, 2008 Notice of Foreclosure
- REC #5 September 20, 2007 Investigative Services Report of Investigation Supplement
- REC #6 September 20, 2007 Investigative Services Report of Investigation Supplement 2, with attached October 20, 2005 letter from the Respondent to Donald Frederick
- REC #7 August 8, 2008 Investigative Services Report of Investigation Supplement 3, with attached September 28, 2005 email from the Complainant to the Respondent

Testimony

The Complainant and Robert Oliver, Investigator, REC, testified on behalf of the REC.

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 salesperson with RE/MAX 100 Real Estate (REMAX), REC License No. 3637196.

2. At all times relevant to this matter, the Respondent was also the Managing Member of Brooks Martin Investments, LLC (Brooks Martin).

3. During the relevant period of July 2005 through September 2005, the Complainant was the owner of a residential property located at 3419 Shannon Drive, Baltimore, Maryland 21213 (property).

4. Before or during July 2005, the Complainant defaulted on a mortgage on the property held by Chase Home Finance (Chase) and Chase began foreclosure proceedings.

5. In late July 2005, Martin Murfee, an employee of Brooks Martin, contacted the Complainant, offering assistance to prevent the property from going to foreclosure; however, she was not interested in his services at that time because she believed she had a buyer for the property.⁵

6. On August 19, 2005, after the anticipated sale fell through, the Respondent and the Complainant spoke about “‘helping . . . to save [her] home from foreclosure.’” (REC Ex. 4, at page 1B.)

7. The Complainant met with the Respondent on the evening of August 22, 2005 and provided him with documents relating to the foreclosure proceedings. They agreed that the Respondent would purchase the property for \$100,000.00 and lease it back to the Complainant for six months, allowing the Complainant to avoid a foreclosure on her credit history and the need for immediate relocation of her family. The Respondent told the Complainant that the arrangement would allow him to meet his goal of saving fifty people from foreclosure for the month of September and to acquire a nice piece of investment property.

⁵ Chase had advised the Complainant that she could sell the property pending foreclosure.

8. On August 22, 2005, the Complainant entered into a contract of sale with the Respondent for the purchase of the property. The contract named REMAX as the Broker and the Respondent as the Sales Associate, acting as the Buyer Agent. Settlement was scheduled for September 22, 2005, or sooner if agreed to in writing by both parties. An initial deposit by way of check in the amount of \$500.00 was to be made at the time of the offer. All deposits were to be held in escrow by REMAX.

9. The parties also signed an Understanding Whom Real Estate Agents Represent form acknowledging that REMAX and the Respondent (salesperson) were working as the Buyer's agent.

10. Addendum #1 to the contract provided in pertinent part as follows:

EARNEST MONEY DEPOSIT. The earnest money deposit shall be \$500.00 by way of Check made payable to REMAX. . . . Said deposit shall not be deposited until written evidence of the pending foreclosure sale has been provided and the home inspection contingency has been released.

SETTLEMENT. Settlement shall take place on or before September 22, 2005.

TIME IS OF THE ESSENCE. It is agreed that time is of the essence with respect to all dates specified in the Contract and any addenda, riders, or amendments hereto. **This means that all deadlines are strict and absolute.**

...

BUYER REPRESENTATION CLAUSE. Charles Martin (Agent Name) of REMAX 100 (Brokerage Firm) is the exclusive representative of the Buyer.

SUBJECT TO LENDER APPROVAL. The Purchaser and the Seller agree that this contract shall be contingent upon lender approval. The Seller's lender must provide written evidence that the foreclosure has been stayed/cancelled no later than 9:30 a.m. on August 24, 2005. In the event the Seller's lender does not provide written evidence that the foreclosure

has been stayed/cancelled, then this contract shall automatically be declared null and void.

...

Licensed Agent – Managing Member Disclosure. The Seller acknowledges that [the Respondent] of REMAX 100 Real Estate is a licensed agent in Maryland, Washington, D.C., and Virginia. The Seller acknowledges that [the Respondent] is the Managing Member of Brooks Martin Investments, LLC.

(REC Ex. 4, at 4.)

11. The Respondent also told the Complainant on August 22, 2005 that he would provide Draper & Goldberg, the law firm representing Chase, with the necessary documents and deposit check first thing the next morning.

12. On August 23, 2005, the Respondent advised the Complainant that he had “pretty much gotten everything sent off and was now waiting to hear from Draper & Goldberg and/or Chase. . . .” (REC Ex. 4, at 1B.) The Complainant told the Respondent that she wanted to help him do for others what he had done for her and he responded that he would like to explore that.

13. The Complainant again spoke to the Respondent on August 23, 2009, after Draper & Goldberg advised the Complainant that it still needed a HUD I form. The Respondent informed the Complainant that he was going to send the form within the hour. He later advised her that Draper & Goldberg had received all of the necessary documentation to stop the foreclosure and that settlement on the property would take place on September 22, 2005.

14. On August 24, 2005, Draper & Goldberg sent an email to the Respondent indicating that the foreclosure sale had taken place and that the property had reverted back to Chase. The email further indicated that Chase had agreed to allow the Respondent to pay off the loan within the ratification period.

15. On August 25, 2005, the Complainant emailed the Respondent to ask for a foreclosure list to get started “doing for others what [he] so graciously did for [her].” (REC Ex. 4, at 1C.) He responded by email on the same date that he would like to meet with her again and put a position contract in place and stated, “There are very specific ways in which we must go about this process.”⁶ (REC Ex. 4, at 1C.).

16. On August 26, 2005, the Respondent sent three emails to the Complainant scheduling an August 29, 2005 meeting with her in his office. On August 29, 2005, the Complainant met with the Respondent, who introduced her to his staff and told them that she was going to be coming on board to work specifically on preventing foreclosures. During the meeting, the Respondent discussed the “process.” The Respondent and the Complainant agreed that she would work for the Respondent from home twenty hours a week at \$20.00 per hour. The Respondent stated that he wanted to train the Complainant for a week and they scheduled training for September 6-8, 2005.

17. On September 1, 2005, the Respondent and his team did a walk-through of the property. He indicated to the Complainant that he was looking forward to settlement on September 22, 2005.

18. On September 6, 2005, the Complainant began training at Martin Brooks’ office in Prince George’s County. Following a meeting with staff, the Respondent instructed the Complainant to go across the hall with Mr. Murfee, who would train her.

19. The Complainant worked from home during the week of September 12, 2005, logging her calls and speaking to Mr. Murfee. She submitted a Memorandum to the Respondent

⁶ I note that all emails sent to the Complainant by the Respondent contained a REMAX logo.

relating to upcoming foreclosures in Baltimore City, “as [they] discussed on the phone,” and referring to discussions they had the prior week about search efforts. (REC Ex. 4, at 1D.)

20. On September 16, 2005, the Complainant sent an email to the Respondent expressing concerns about the lack of information provided to her and the failure of the Respondent to provide a contract regarding their working arrangement. He responded by email on the same date, stating that he would read her email and be in touch “asap.” (REC Ex. 4, at 1C.)

21. On September 20, 2005, the Complainant returned to Martin Brooks’ office for a meeting. Before leaving, she asked the Respondent’s executive secretary if she could meet with the Respondent to talk about settlement, but was informed that he did not have time to meet with her then but would call her later.

22. On September 21, 2005, the Complainant left messages on the Respondent’s office and cell phone voicemails indicating that she wanted to know exactly where and at what time settlement was going to occur on September 22, 2005. She also sent him an email on that date indicating that she needed to talk to him about the “process” and asking him to call her or tell her the best time to call him. (REC Ex. 4, at 1C.)

23. On September 22, 2005, the Complainant left several messages for the Respondent on his office and cell phone voicemails. The Respondent responded by email that same date, “Let’s talk tomorrow, Friday morning at 7:00 a.m.” (REC Ex. 4, at 1C.) Later that day, the Complainant emailed the Respondent twice about leads on properties for sale; he responded three times expressing thanks and praise.

24. The Complainant called the Respondent on September 23, 2005 at 7:00 a.m. He did not answer and she left messages on his office and cell phone voicemails. On that same

date, the Respondent sent the Complainant an email indicating that he would be in touch with her the next week and that they needed to meet “asap. Preferably, next week.” (REC Ex. 4, at 1C.)

25. On September 27, 2005, the Complainant went to the Respondent’s office for a meeting. She waited for approximately an hour for the Respondent to come in, advising his executive secretary that she was waiting because she needed to talk to the Respondent about the settlement date on her property. When the Respondent arrived, she advised him that she really needed to speak to him and he told her that he realized they needed to talk but he did not have time just then and would give her a call later. The Respondent called the Complainant that afternoon. When she asked him about settlement, he stated that it would be “any day now” and that he would get back to her as to exactly when. (REC Ex. 4, at 1B.) They also discussed her work for him and the lack of instruction provided to her. The Respondent advised the Complainant that they would talk every morning at 7:00 a.m., starting the next morning.

26. When the Complainant called the Respondent at 7:00 a.m. on September 28, 2005, he did not answer; she left messages on his office and his cell phone voicemails. At approximately 7:45 a.m., she received a call from the Respondent’s executive secretary indicating the Respondent wanted to change the time for their calls to 7:30 a.m. and that he would call the Complainant the next day.

27. On September 28, 2005, the Complainant emailed the Respondent that she had learned from Draper & Goldberg that her property did go to foreclosure sale on August 24, 2005; title to the property had reverted back to Chase; and Chase needed to receive a cashier’s check for the payoff amount on the property before the end of the ratification process. Chase would then convert the sale from a foreclosure sale to a sale by owner. The Complainant further stated,

“I await your call about exactly when settlement will take place . . . prayerfully in the next day or so.” (REC Ex. 7.)

28. On September 29, 2005, the Respondent’s executive secretary placed a call with the Complainant at 7:38 a.m. for the Complainant to speak to the Respondent; however, the Complainant was involved in a speaking engagement and stated that she would call the Respondent back in a few hours. When the Complainant called back at 11:30 a.m., the Respondent was not available.

29. On October 3, 2005, the Complainant left messages on the Respondent’s office and cell phone voicemails indicating that she was becoming more and more concerned about settlement and that she was going to contact an attorney if she did not hear from him by October 4, 2005 at 9:00 a.m.⁷

30. On January 9, 2006, the Complainant filed a complaint with the REC against the Respondent alleging, among other things, that (1) the Respondent failed to provide necessary documentation to her mortgage lender to avoid foreclosure and as a result, the Complainant’s home was sold at foreclosure on August 24, 2005; and (2) the Respondent failed to purchase the property despite repeated assurances to the Complainant both before and after foreclosure that settlement would take place.

31. Robert Oliver, Investigator, REC, was assigned to investigate the Complainant’s complaint.

⁷ A chronology prepared by the Complainant also indicated that she called the Respondent on October 4, 2005 to make him aware that Draper & Goldberg had advised her that (1) they spoke to the Respondent only one time on August 23, 2005; (2) the property had gone to foreclosure on August 24, 2005 because they did not receive the HUD 1 form from the Respondent until late afternoon the day before; (3) Chase bought back the property; (4) once they received the pay off check they would revert the sale from a foreclosure sale to a sale by owner; and (5) if settlement did not take place before the ratification process ended, the foreclosure would be final and she would have to vacate the premises. The Complainant did not indicate whether she was able to reach the Respondent, however.

32. On or about September 20, 2007, the Complainant advised Mr. Oliver that she and the Respondent communicated regularly from August 22, 2005 to September 22, 2005 and that he told her all was going well. She also advised Mr. Oliver that she worked in the Respondent's office for two or three weeks (twenty hours per week) during that period. After September 22, 2005, the Respondent stopped taking her calls and did not respond to her messages.⁸

33. After attempting unsuccessfully to interview the Respondent on five occasions, Mr. Oliver interviewed the Respondent in the office of his attorney, Alvin Monshower, Esquire, on February 7, 2008.

34. The Respondent told Mr. Oliver that he had delivered the appropriate documents to Draper & Goldberg and proceeded with the contract of sale. He also told Mr. Oliver that he communicated with the Complainant as soon as he received the [August 24, 2005] email from Draper & Goldberg indicating that the foreclosure sale had not been cancelled and that the property had reverted back to Chase.⁹ He told her that the contract was no longer valid pursuant to the contingency clause in the contract.¹⁰

35. The Respondent initially told Mr. Oliver that "he did not think" that he had any further communications with the Complainant and that he did nothing more after his last communication of August 24, 2005 because there was no more contract. (REC Ex. 6.) He also stated that it was untrue that he told the Complainant on September 27, 2005 that settlement was going to be "any day now." (REC Ex. 6.)

⁸ I note that the Complainant's chronology indicated that she spoke to the Respondent on September 27, 2005.

⁹ The email also indicated that Chase had agreed to accept loan payoff if within the ratification period.

¹⁰ Mr. Oliver's reports indicate that the Respondent denied that REMAX was involved in the sales transaction with the Complainant, stating that he was acting as the buyer and not as a representative of REMAX. The Respondent further indicated that REMAX "would have been involved if the contract went that far but it did not" and that the earnest money deposit would have been held by REMAX if the sale had gone through, but it did not. (REC Ex. 6.)

36. After reviewing the chronology attached to the Complaint, the Respondent denied any contact with the Complainant after August 24, 2005. He denied offering her a job, arranging to meet her, and going to her property. The Respondent stated that Mr. Murfee would not have talked to the Complainant after the transaction was cancelled. The Respondent stated that he had no idea about any later communication. He advised that his last involvement in the matter was on October 20, 2005 when he sent a letter to REMAX with his comments about the transaction.

37. After receiving copies of the emails between the Complainant and the Respondent, Mr. Oliver again interviewed the Respondent on July 29, 2008 at Mr. Monshower's office. After Mr. Oliver stated that emails showed contact between the Complainant and the Respondent through September 2005, the Respondent stated that he told Mr. Oliver that he had no contact with the Respondent "to the best of his recollection." (REC Ex. 7.)

38. The Respondent told Mr. Oliver that he never hired the Complainant and denied meeting her to discuss a position contract in August 2005. The Respondent stated that "there was no meeting and, to the best of his knowledge, they never met to discuss a contract." (REC Ex. 7.)

DISCUSSION

I. Regulatory Charges

Interestingly, the REC did not base its regulatory charges on the Respondent's dealings with the Complainant, but rather solely on his dealings with the REC investigator during the course of his investigation of the Complainant's complaint.

The REC charged the Respondent with violating COMAR 09.11.02.01C, which provides as follows:

.01 Relations to the Public.

...

C. The licensee shall protect the public against fraud, misrepresentation, or unethical practices in the real estate field. The licensee shall endeavor to eliminate in the community any practices which could be damaging to the public or to the dignity and integrity of the real estate profession. The licensee shall assist the commission charged with regulating the practices of brokers, associate brokers, and salespersons in this State.

Section 17-322 of the Business Occupations Article provides, in pertinent part, as follows:

§ 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:

...

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

...

(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.

(3) The Commission shall pay any penalty collected under this subsection into the General Fund of the State.

Md. Code Ann., Bus. Occ. & Prof. § 17-322(b)(33) and (c)(2), (3) Supp. 2009).

The REC contended that during the course of the investigation of the Complainant's complaint against the Respondent, the Respondent falsely denied to Robert Oliver, REC Investigator, that he had contact with the Complainant after August 24, 2005. According to the REC, the Respondent had numerous contacts with the Complainant after that date. For the

following reasons, I find that a preponderance of the evidence showed that the Respondent did violate COMAR 09.11.02.01C and is, therefore, subject to sanction under section 17-322(b)(33) and (c) of the Business Occupations & Professions Article.

Mr. Oliver presented as a competent professional who made detailed reports of his meetings with the Respondent. Mr. Oliver testified and indicated in his investigatory reports that when he spoke to the Respondent during the course of his investigation on February 7, 2008, the Respondent initially told him that “he did not think” that he had any communications with the Complainant after August 24, 2005 and that it was untrue that he told the Complainant on September 27, 2005 that settlement was going to be “any day now.” (REC Ex. 6.) Mr. Oliver testified that after the Respondent reviewed the chronology attached to the Complaint, he denied having any contact with the Complainant after August 24, 2005, offering her a job, arranging to meet her, and going to her property. The Respondent told Mr. Oliver that Mr. Murfee would not have talked to the Complainant after the transaction was cancelled and that he had no idea about any later communication.

Mr. Oliver testified and reported that after receiving copies of the emails between the Complainant and the Respondent, he again interviewed the Respondent on July 29, 2008 at the Respondent’s attorney’s office. After Mr. Oliver stated that emails showed contact between the Complainant and the Respondent through September 2005, the Respondent stated that he told Mr. Oliver that he had no contact with the Respondent “to the best of his recollection.” (REC Ex. 7.) The Respondent told Mr. Oliver that he never hired the Complainant and denied meeting her to discuss a position contract in August 2005. The Respondent stated that “there was no meeting and, to the best of his knowledge they never met to discuss a contract.” (REC Ex. 7.)

The Complainant presented as rather high strung but was confident and consistent in her testimony. The Complainant's testimony and the chronology prepared by her showed numerous contacts between the Complainant and the Respondent after August 24, 2005 with regard to an "employment" arrangement with Martin Brooks and settlement on her property, including emails on August 25 and 26, 2005, and September 16, 21, 22, 23, and 28, 2005; in-person meetings on August 29, 2005, September 1, 6, and 27, 2005; a Memorandum on September 12, 2005; and telephone conversations or voicemails on September 21, 22, 23, 27, and 28, 2005, and October 3, 2005.

The Respondent did not appear to dispute the testimony of the REC's witnesses. Thus, I find that the evidence clearly shows that the Respondent made false statements to Mr. Oliver during the course of the REC investigation, violating his duty as a licensee to protect the public against fraud, misrepresentation, or unethical practices in the real estate field; to endeavor to eliminate in the community any practices which could be damaging to the public or to the dignity and integrity of the real estate profession; and to assist the commission charged with regulating the practices of brokers, associate brokers, and salespersons in this State.

II. Sanctions

The REC proposed to suspend the Respondent's license for two weeks and to impose a fine in the total amount of \$1,000.00 under sections 17-322(b)(33) and (c). In light of my finding that the Respondent violated COMAR 09.11.02.01C, a two-week suspension is certainly appropriate.

In considering the appropriateness of the proposed penalty, I have considered the following criteria: (1) the violation was serious. The Respondent made blatantly false and evasive statements to the investigator; (2) the Respondent's misrepresentations were necessarily

damaging to the integrity of the profession; (3) the Respondent showed bad faith by making the false statements, thereby failing to cooperate and assist with the investigation; and (4) the Respondent had no history of prior violations.

Based on those considerations, I find that a \$1,000.00 fine is also appropriate in this case.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact and Discussion, I conclude, as a matter of law, that the Respondent made false statements to an REC investigator during the course of an investigation of a complaint filed against the Respondent in violation of COMAR 09.11.02.01C. I further conclude that the appropriate sanction for that violation under section 17-322(b)(33) and (c) is a two-week suspension of his license and a \$1,000.00 fine.

RECOMMENDED ORDER

I **RECOMMEND** that the Maryland Real Estate Commission:

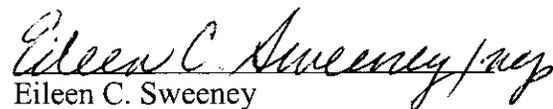
ORDER that the Respondent violated COMAR 09.11.02.01C;

ORDER that the Respondent receive a two-week suspension of his license under section 17-322(b)(33);

ORDER that the Respondent be fined under section 17-322(c), in the total amount of \$1,000.00; and

ORDER that the records and publications of the Commission reflect its final decision.

December 22, 2009
Date Decision Issued


Eileen C. Sweeney
Administrative Law Judge

MARYLAND REAL ESTATE

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COMMISSION

*** AN ADMINISTRATIVE LAW JUDGE**

v.

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CHARLES M. MARTIN,

*** ADMINISTRATIVE HEARINGS**

RESPONDENT

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