

IN THE MATTER OF THE CLAIM	*	BEFORE LOUIS N. HURWITZ,
OF AMY GORDON,	*	AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	*	OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	*	OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF DAVID FOLEY,	*	
T/A FOLEY CONSTRUCTION &	*	OAH No.: DLR-HIC-02-15-37189
RESIDENTIAL SERVICES, LLC,	*	MHIC No.: 14 (05) 734
RESPONDENT	*	

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**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On April 24, 2015, Amy Gordon (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) in the amount of \$12,652.95 for reimbursement for alleged actual losses suffered as a result of a home improvement contract with David Foley, trading as Foley Construction & Residential Services, LLC (Respondent).

A hearing scheduled in this matter for March 3, 2016 was postponed at the Claimant's request based on documented good cause. I convened a hearing on April 14, 2016, at the Hunt Valley, Maryland headquarters of the Office of Administrative Hearings (OAH). Md. Code

Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015).<sup>1</sup> The Claimant was present and represented by Alan Hoff, Esquire. The Respondent failed to appear for the hearing. Hope Sachs, Assistant Attorney General, Department of Labor, Licensing and Regulation (DLLR), MHIC, represented the Fund.

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the DLLR, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014), Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02; and 28.02.01.

### ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of any acts or omissions committed by the Respondent?
2. If so, what is the amount of that loss?

### SUMMARY OF THE EVIDENCE

#### Exhibits

I admitted the following exhibits on behalf of the Claimant:

- Cl. Ex. 1 Home Improvement Claim Form, signed April 21, 2015.
- Cl. Ex. 2 Proposal from Respondent to Claimant, unsigned and undated.
- Cl. Ex. 3 First two draws paid by James A. Block, M.D. (the Claimant's spouse) to the Respondent as follows:
  - July 18, 2013- \$6,383.19
  - July 31, 2013- \$6,269.76
- Cl. Ex. 4 Email from Alan Hoff, Esq., to the Respondent, James Block and Sean Monaghan, dated August 30, 2013; email from the Respondent to James Block and Sean Monaghan, dated August 30, 2013; and email from James Block to Sean Monaghan, dated August 30, 2013

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<sup>1</sup> Unless otherwise noted, all citations to the Business Regulation Article hereinafter refer to the 2015 Replacement Volume.

- Cl. Ex. 5 Letter from Mitchell Brodie, Jehm Tile Contractors (Jehm), to the Claimant, dated August 30, 2013
- Cl. Ex. 6 Email from Mitchell Brodie to the Claimant, dated August 29, 2013, and a response from the Claimant, dated August 29, 2013
- Cl. Ex. 7 Report from LMS Carpentry, dated December 4, 2013, with attached photographs labeled A-N
- Cl. Ex. 8 Specifications and Installation Instructions for Rohl Hi-Flow Pressure Balance Concealed Bath Mixer Without Diverter, undated
- Cl. Ex. 9 Email from Alan Hoff, Esq., to the Respondent, dated September 4, 2013, and Respondent's response, dated September 4, 2013
- Cl. Ex. 10 Proposal & Contract from Jehm, undated and unsigned; Jehm Invoice, dated November 20, 2013; copies of checks issued by James Block to Jehm as follows:
- September 19, 2013- \$1,852.00
- October 4, 2013- \$1,852.00
- October 15, 2013- \$1,500.00
- November 4, 2013- \$500.00
- December 3, 2013- \$315.00
- Cl. Ex. 11 Bills from LMS Carpentry, dated September 9, 2013 and November 11, 2013, with an attached copy of a check issued by James Block to LMS Carpentry as follows:
- November 17, 2013- \$4,660.00
- Cl. Ex. 12 Letter from Alan Hoff, Esq., to the Respondent, dated November 1, 2013
- Cl. Ex. 13 Paid invoices from Rock Tops, dated October 21, 2013 and November 5, 2013, with attached documentation of corresponding payments made on credit card statements
- Cl. Ex. 14 Invoice from Mirror Crafters, Inc., dated November 11, 2013, and attached titled Care & Maintenance Of Your Shower Enclosure
- Cl. Ex. 15 Excerpts from credit card statements showing payments made to Chesapeake Tile & Marble on August 23, 2013, Alexander Stone, dated August 26, 2013, and Mirror Crafters, dated November 22, 2013
- Cl. Ex. 16 Invoice from The Complete Tile Collection for floor tile, dated September 17, 2013; Credit Card Authorization Form, dated September 19, 2013; and excerpt from credit card statement showing payment made to The Complete Tile Collection on September 24, 2013

Cl. Ex. 17 Invoices from MMG Marble & Granite, dated August 26, 2013, October 5, 2013 and October 12, 2013, and excerpt from credit card statement showing payment made to Alexander Stone, Inc., on October 5, 2013.

Cl. Ex. 18 Two photographs of completed shower enclosure

No documents were submitted on behalf of the Respondent.

I admitted the following exhibits on behalf of the Fund:

GF Ex. 1 Notice of Hearing, dated March 10, 2016, and Hearing Order, dated October 30, 2015

GF Ex. 2 Respondent's MHIC licensing history, dated April 13, 2016

GF Ex. 3 Letter from the MHIC to the Respondent, dated May 5, 2015, and Home Improvement Claim Form, received by the MHIC on April 24, 2015

### Testimony

The Claimant testified on her own behalf and presented the testimony of Larry Slavik, who was accepted as an expert in construction and bathroom repairs. There was no testimony presented on behalf of the Respondent or the Guaranty Fund.

### 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 registration number 01-97124. His license expired on February 19, 2014 and has not been renewed.

2. On or about July 18, 2013, the Claimant and the Respondent entered into a contract (the Contract) to provide home improvement services at the Claimant's home (the Property) located in Ruxton, Maryland. The Contract called for the renovation of a bathroom at the Property. The Contract included replacing/renovating an existing shower, remediating existing mold, enlarging the shower area, removing existing tile and shower curb, removing existing plumbing, installing new plumbing and new light and fan, removing the entire floor, and

installing a marble floor and shower tile and pan. The Contract price for the entire project was \$19,644.00.

3. On an unknown date prior to July 18, 2013, the Respondent came to the Property to provide an estimate, but did not return when the Claimant signed the contract. The Respondent stated to the Claimant that he was going on vacation for two weeks. He informed the Claimant that he would return later to inspect the project.

4. On July 18, 2013, the Claimant's spouse, James Block, issued the Respondent a check in the amount of \$6,383.19.

5. Work on the project began on July 18, 2013, with the Respondent's foreman, Sean Monaghan, starting the job. Sean had helpers assisting him at times, along with a plumber on the job.

6. The Respondent ordered showerheads and fixtures for the project, putting them on his tab. He did not pay the supplier for those items.

7. On July 31, 2013, James Block issued the Respondent a check in the amount of \$6,269.76. In all, the Claimant paid the Respondent a total of \$12,652.95.

8. The Claimant provided the Respondent a key to the house so that his workers could access the Property and complete the job when the Claimant's family was not at home.

9. On or about August 26, 2013, Dr. Block met with Mr. Monaghan and Matthew Gunby, the tile installer. At that time, the shower tile was being installed but it had not been completed. Dr. Block informed the pair that he and the Claimant did not like the tile's color and were interested in selecting a different tile color for the shower, which would require removal of the tile partially installed and replacing it with the newly selected tile.

10. On the day after the above-referenced conversation, the Respondent advised the Claimant that he was walking away from the job and would not be completing the work contemplated by the Contract unless he was paid the remaining balance of the Contract.

11. The Claimant made no further payments to the Respondent.

12. The Respondent neither inspected anything that was installed by his workers nor did he ever return to the property.

13. The Respondent's company did no further work to complete the project.

14. Before contacting other contractors to complete the project abandoned by the Respondent, the Claimant was not aware of any workmanship problems with the work performed by the Respondent.

15. On or about August 30, 2013, Mitchell Brodie of Jehm informed the Claimant after inspecting the work performed by the Respondent that he would be unable to warranty the work needed to complete the installation. There were nails penetrating the shower curb and riser, the Respondent had not pre-sloped the substrate under the vinyl shower pan liner (to direct water towards the drain), and the Respondent had not installed gravel or any other material around the weep hole system of the shower drain (so water can pass through the cement into the weep system). Because of the above items not being done properly, water would more easily remain in the shower pan, causing possible seepage through nail holes and corners where the walls and floor meet. Such conditions can create mildew due to standing water.

16. In an email dated August 30, 2013, Dr. Block requested that the Respondent return the key to the Property. As of the hearing date, the Respondent has not complied with that request.

17. Sometime thereafter, the Claimant contacted Lawrence Slavik, a Maryland licensed home improvement contractor and president of LMS Carpentry (LMS), for a second

opinion regarding the workmanship of the abandoned project and what was needed to complete the job.

18. In late August or early September 2013, Mr. Slavik found the following deficiencies in the work performed by the Respondent, which I adopt as fact:

- a. The Respondent used cement board that did not have a proper water barrier, as per the manufacturer's specifications;
- b. The shower pan drain was significantly off-center, which leads to drainage problems and the pan itself was not made or pitched properly; and
- c. The Rohl brand plumbing fixtures were not properly installed because the Respondent used half-inch Pex water lines, contrary to the manufacturer's specifications.

19. Due to the various workmanship problems associated with the Respondent's performance under the Contract, the work the Respondent performed had no value.

20. In an email to the Respondent dated September 4, 2013, Claimant's counsel, Mr. Hoff, outlined the numerous workmanship problems contractors LMS and Jehm discovered.

21. The Respondent neither replied to Mr. Hoff's email nor did he attempt to resolve the matter.

22. The Claimant contracted with LMS, a general contractor, and Jehm, as a subcontractor, to address the workmanship problems noted above and to do what was necessary to correct the problems and to complete the project the Respondent abandoned.

23. LMS and Jehm ripped out the plumbing in order to redo the work the Respondent performed.

24. To correct the Respondent's errors, LMS and Jehm performed the following work:

- a. Replaced the old-style stop water valves with full-flow ball valves to improve water flow;
- b. Removed the plumbing the Respondent installed and replaced it with copper tubing;
- c. Removed the shower pan and sub-floor, centered the drain, reworked the sub-floor and raised the curbing;
- d. Installed an ethylene propylene diene terpolymer (EPDM) membrane, a durable, synthetic membrane, and a pitched cement sub-pan was applied to accept tile work; and
- e. Stripped the walls and installed new wallboard, with waterproof membrane and added more insulation to the outside walls.

25. LMS and Jehm completed all of the work under the Contract. The work performed by LMS and Jehm was within the scope of the work contemplated in the Contract the Claimant originally entered into with the Respondent.

26. All of the work listed in Finding of Fact 24 above was completed by LMS, with the exception of the shower pan and tile work, which was performed by Jehm.

27. The Claimant paid LMS \$3,690.00 plus an additional \$970.00 to replace the undersized, inadequate fan the Respondent installed, for a total of \$4,660.00.

28. The Claimant paid Jehm a total of \$6,019.00 for the shower pan and tile work the company performed.



29. In addition, the Claimant paid \$6,195.09 in materials to correct and complete the work started by the Respondent. None of the materials used by the Respondent were used by LMS and Jehm.

30. In all, the Claimant paid \$16,874.09 to correct and complete the work performed by the Respondent.

31. In a letter dated November 1, 2013, Mr. Hoff again wrote to the Respondent, providing specifics of the Respondent's unworkmanlike performance leading up to his abandonment of the project.

32. The Respondent failed to respond to Mr. Hoff's November 1, 2013 letter.

33. The Respondent did not return any portion of the payments he received from the Claimant.

34. On April 24, 2015, the Claimant filed a claim for reimbursement from the Fund in the amount of \$12,652.95.

35. The Claimant has no business or familial relationship with the Respondent.

36. On March 10, 2016, the OAH sent a Notice to the Respondent via regular and certified mail using his Charlotte, NC residential and trade business address of record with the MHIC. The Notice sent via first-class mail was not returned by the U.S. Postal Service (USPS) as undeliverable.

37. The Respondent neither requested nor was granted a postponement of the April 14, 2016 hearing.

## DISCUSSION

### Respondent's Failure to Appear

Section 8-312 of the Business Regulation Article provides that the MHIC shall give the person against whom the action is contemplated an opportunity for a hearing. Md. Code Ann.,

Bus Reg. § 8-312(a), § 8-407(a). On December 11, 2015, the OAH mailed a Notice to the Respondent via regular and certified mail using his Towson, Maryland business address of record with the MHIC. The Notice advised the Respondent that a hearing on the Claimant's claim against the Fund was scheduled for March 3, 2016, that it would begin at 9:30 a.m., and would be held at the OAH headquarters in Hunt Valley, Maryland. The USPS returned the Notice to the OAH as undeliverable, marked "Return to Sender, Attempted- Not Known, Unable to Forward." On January 27, 2016, the OAH granted the Claimant's postponement request due to her counsel's documented court conflict.

On February 5, 2016, the OAH mailed a Notice to the Respondent via regular and certified mail using his Towson, Maryland business address of record with the MHIC. The Notice advised the Respondent that a hearing on the Claimant's claim against the Fund was scheduled for April 14, 2016, that it would begin at 9:30 a.m., and would be held at the OAH headquarters in Hunt Valley, Maryland. The USPS returned the Notice to the OAH as undeliverable, marked "Return to Sender, Not Deliverable As Addressed, Unable to Forward."

In a memorandum dated March 9, 2016, Assistant Attorney General Hope Sachs provided the OAH with a Charlotte, NC address for the Respondent. The Respondent provided the MHIC with the Charlotte, NC address as both his residential and trade address. On March 10, 2016, the OAH sent a Notice to the Respondent via regular and certified mail using his Charlotte, NC residential and trade business address of record with the MHIC. Although there is no "green card" documenting receipt of certified Notice being delivered to the Respondent's address, I note that there is, nevertheless, no indication that either copy of the Notice sent by first-class mail was returned to the OAH as undeliverable. As such, I determine that the Respondent received adequate notice of the hearing.

On April 14, 2016, I convened the hearing in accordance with the Notice. The Respondent, however, failed to appear for the hearing. After waiting more than fifteen minutes to give the Respondent an opportunity to appear for the hearing, he still failed to appear. The Respondent never requested a postponement of the hearing. Since the Respondent received due notice of the hearing, I concluded that he was afforded an opportunity to participate in the hearing, but failed to appear. Accordingly, I found it appropriate to proceed in the Respondent's absence. COMAR 09.01.02.09.

#### Merits of Claimant's Claim

A homeowner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Md. Code Ann., Bus. Reg. § 8-405(a). *See also* COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a licensed contractor"). Actual loss "means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401. A claimant bears the burden of proof, by a preponderance of the evidence, that they are entitled to an award from the Fund. Md. Code Ann., Bus. Reg. § 8-407(e); Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3).

In addition, an owner (Claimant) must prove that at all relevant times: (a) the owner owned fewer than three dwelling places or resides in the home as to which the claim is made; (b) the owner was not an employee, officer or partner of the contractor or the spouse or other immediate relative of the contractor or the contractor's employees, officers or partners; (c) the work at issue did not involve new home construction; (d) the owner did not unreasonably reject the contractor's good faith effort to resolve the claim; (e) any remedial work was done by licensed contractors; (f) the owner complied with any contractual arbitration clause before seeking compensation from the Fund; (g) there is no pending claim for the same loss in any court

of competent jurisdiction and the owner did not recover for the actual loss from any source; and (h) the owner filed the claim with the MHIC within three years of the date the owner knew or with reasonable diligence should have known of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-405(c), (d), (f), and (g); 8-408(b)(1) and (2).

For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Respondent performed unworkmanlike, inadequate or incomplete home improvements on the Claimant's home. It is undisputed that the Respondent was a licensed home improvement contractor under MHIC registration number 01-97124 at all times relevant to this case. His license expired on February 19, 2014 and was not renewed.

In addition, the Claimant presented the following uncontroverted evidence: the Claimant owns fewer than three dwelling places; she is not an employee, officer or partner (past or present) of the Respondent; she is not an immediate relative of the Respondent, his spouse or any of his partners, officers or employees; she has not recovered for the Respondent's acts or omissions from any other source; and there are no actions or claims for the Respondent's acts or omissions pending in any court of competent jurisdiction or with any other source of recovery.

On or about July 18, 2013, the Claimant and the Respondent entered into a Contract to renovate the master bathroom at the Claimant's home located in Ruxton, Maryland. The work included enlarging an existing shower, remediating mold, removing the existing tile and shower curb, removing existing plumbing, installing new plumbing, light and fan, removing the entire floor, installing the marble floor, shower tile and pan. The Contract price for the entire project, including the above work, was \$19,644.00.

The Respondent's foreman, Sean Monaghan, began working on the project on or about July 18, 2013. The Respondent himself did not return to the Property after providing the

Claimant with an estimate for the project. Although he promised to return to the Property and inspect the progress of the job at a critical juncture during the work, he never returned to the Property. All of the work on the project was performed by Mr. Monaghan, his helpers and a plumber.

Work progressed on the job until on or about August 26, 2013, when the Claimant's husband informed Mr. Monaghan that he and the Claimant did not like the color of the partially installed shower tile and wished to change it. The change would require removal of the partially installed tile and replacing it with new tile. This communication resulted in the Respondent's decision to order his men off the job unless the balance of the Contract price was paid at that time. The Claimant had paid the Respondent the sum of \$12,652.95 by that time and elected not to pay the balance due under the Contract under the circumstances. All work on the job by the Respondent's company ceased at that time.

After contacting other contractors to assess the work done by the Respondent up to that point and to complete the work began by the Respondent, the Claimant discovered numerous workmanship problems, as set forth in the above Findings of Fact. One of the contractors, Larry Slavik, president of LMS, was qualified as an expert at the hearing in the areas of construction and bathroom repairs. Although Mr. Slavik was later hired by the Claimant to be the general contractor to remediate and complete the job, I found his well-documented report, including photographs with annotations and detailed testimony, to be very credible as he described the many problems with the work performed by the Respondent's company and what was needed to remedy those shortcomings and complete the project.

Despite several attempts in writing by Claimant's counsel, Alan Hoff, to have the Respondent address the workmanship shortcomings and his abandonment of the project, the Respondent neither corrected the problems with the job, nor returned to complete the project. It

is clear from his residential and business address of record with the MHIC that the Respondent now resides in North Carolina.

The Claimant subsequently contracted with LMS as the general contractor, and Jehm as a subcontractor, to correct and complete the work contemplated in the original Contract between the Claimant and the Respondent. The work performed by LMS and Jehm is detailed in the above Findings of Fact. The work performed by LMS and Jehm is within the scope of the work that was called for in the Claimant's Contract with the Respondent.

The cost for this work as it related to the repair and replacement of the work done by the Respondent was \$16,874.09. The Claimant hired LMS and Jehm to do the work which was ultimately completed to the Claimant's satisfaction.

The Respondent did not refute the claims of the Claimant as he was not present at the hearing, despite being notified of the hearing. I find, therefore, that the Respondent performed unworkmanlike work on the Claimant's bathroom shower project. I also find that the Claimant is eligible for compensation from the Fund for the poor work done by the Respondent on the shower and for abandoning the project.

Having found eligibility for compensation, I now turn to the amount of the award, if any, to which the Claimant is entitled. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney's fees, court costs, or interest. COMAR 09.08.03.03B(1). MHIC's regulations provide three formulas for measurement of a claimant's actual loss. COMAR 09.08.03.03B(3). The following formula offers an appropriate measurement to determine the amount of actual loss in this case:

If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the

original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(c).

The Claimant contracted with the Respondent for a total amount of \$19,644.00 and paid the Respondent \$12,652.95. The Claimant also established that she paid LMS and Jehm \$16,874.09 to repair and/or replace the Respondent's unworkmanlike product.

The award from the fund is, therefore, computed as follows:

Amount paid to the Respondent	\$12,652.95
Amount paid to complete/repair work contracted to Respondent	<u>+16,874.09</u>
Subtotal	\$29,527.04
Minus original contract price	<u>-19,644.00</u>
Award amount	\$ 9,883.04

The Claimant contends that her measure of damages should be \$12,652.95 because that is the amount she paid to the Respondent for work that turned out to have no value. She also noted that the \$16,874.09 she subsequently paid to correct and complete the job is less than the Respondent's contract price of \$19,644.00. The Claimant argues that the application of the above formula found in COMAR 09.08.03.03B(3)(c) allows the Respondent to benefit from his higher priced contract and it should not be used as the measure of damages here. I find that the regulatory measure of damages set forth in COMAR 09.08.03.03B(3)(c) is applicable here. There is insufficient evidence to show that the Respondent's contract price was unrealistically high and not within the range of what is an appropriate charge for the work contemplated by the contract.

Based on the above considerations, the Claimant is entitled to reimbursement from the Fund in the amount of \$9,883.04. Md. Code Ann., Bus Reg. §8-405 (e)(1).

**PROPOSED CONCLUSION OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$9,883.04 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405.

**RECOMMENDED ORDER**

I **RECOMMEND** that the Maryland Home Improvement Commission:

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$9,883.04;

**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 at least ten percent (10%) as set by the Maryland Home Improvement Commission;<sup>2</sup> and

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

**Signature on File**

July 6, 2016  
Date Decision Issued

\_\_\_\_\_  
LOUIS H. HIRWITZ  
Administrative Law Judge 13

LNH/dlm  
#162935

<sup>2</sup> See Md. Code Ann., Bus. Reg. § 8-410(a); COMAR 09.08.01.20.



**PROPOSED ORDER**

***WHEREFORE, this 19<sup>th</sup> day of August, 2016, 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.***

***J. Jean White***

***I. Jean White  
Panel B***

**MARYLAND HOME IMPROVEMENT COMMISSION**