

**MARYLAND HOME  
IMPROVEMENT COMMISSION**

v.

**GEORGE EKWUNO**

**MARYLAND HOME  
IMPROVEMENT COMMISSION**

**MHIC COMPLAINT NO. 18(75)469  
(CIVIL CITATION NO. 707)**

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**STATEMENT OF CASE**

The above-captioned matter was heard on July 2, 2020 by a hearing panel of the Maryland Home Improvement Commission ("Commission" or "MHIC"). The hearing was scheduled as a result of Civil Citation No. 707 issued by the Commission to the Respondent, George Ekwuno. The Civil Citation charged Mr. Ekwuno with violations of: 1) Maryland Annotated Code, Business Regulation Article ("BR") § 8-501(c)(1)(i) for failure to provide his address, telephone number and license number on a home improvement contract; 2) § 8-501(c)(1)(iii) for failure to provide the approximate dates when the performance of the home improvement will begin and when it will be substantially completed on a home improvement contract; and 3) BR § 8-501(c)(1)(viii) for failure to include on a home improvement contract the Commission's phone number and Web site and notice that home improvement contractors must be licensed by the Commission and that anyone may ask the Commission about a contractor. The Civil Citation imposed penalties of \$500 for each violation for a total civil penalty of \$1,500.00. Mr. Ekwuno filed a notice with the Commission stating his intention to contest the Civil Citation. At the hearing, the Commission was represented by Assistant Attorney General Hope Sachs. Mr. Ekwuno was present without counsel.

**SUMMARY OF THE EVIDENCE**

Assistant Attorney General Hope Sachs presented testimony from MHIC Investigator

Kevin Niebuhr. Mr. Ekwuno testified on his own behalf and did not call any witnesses. Ms. Sachs submitted into evidence the following nine exhibits on behalf of the Commission:

- 1) May 27, 2020 hearing notice,
- 2) February 18, 2020 hearing notice,
- 3) Ekwuno MHIC licensing records,
- 4) Civil Citation No. 707,
- 5) Civil Citation No. 707 Invoice,
- 6) November 24, 2019 Ekwuno letter contesting Civil Citation No. 707,
- 7) Complaint of Shamil Patel filed October 6, 2017 and contract between Rajendra Patel and George Ekwuno t/a The Noble House Inc. dated June 2017,
- 8) Ekwuno hearing consent, and
- 9) Emails between George Ekwuno and Rajendra Patel.

Mr. Ekwuno submitted into evidence the following one exhibit:

- 1) August 8, 2017 The Noble House Inc. Invoice/Receipt.

#### **FINDINGS OF FACT**

After considering all of the evidence and testimony, the Commission makes the following findings of fact:

- 1) On June 8, 2017, Mr. Ekwuno entered into a contract ("Contract") with Rajendra Patel to perform certain home improvements at Mr. Patel's residence in Chevy Chase, Maryland, including but not limited to the demolition of a driveway, deck, and outdoor steps and the installation of a new patio, drainage pipes, driveway, and outdoor steps. (Commission's Exhibit

7.)

2) The Contract does not include Mr. Ekwuno's address, phone number, or license number. (Commission's Exhibit 7.)

3) The Contract does not state the approximate dates when the performance of the home improvement will begin and when it will be substantially completed. (Commission's Exhibit 7.)

4) The Contract does not include the Commission's phone number and Web site and does not provide notice that home improvement contractors must be licensed by the Commission and that anyone may ask the Commission about a contractor. (Commission's Exhibit 7.)

#### **CONCLUSIONS OF LAW**

MHIC Investigator Kevin Niebuhr testified that he investigated an MHIC complaint that Mr. Patel's son filed against Mr. Ekwuno and that he identified Mr. Ekwuno as the contractor.

Mr. Ekwuno testified that, although he was responsible for performing the contracted home improvement work at Mr. Patel's home, Mr. Patel actually contracted with a Gopal Mehrotra and that he was only a subcontractor. The Contract includes Mr. Ekwuno's signature with his hand-written name and the name of his company, The Noble House Inc (Commission's Exhibit 6), but Mr. Ekwuno testified that he did not sign the document and that someone must have cut and pasted his signature onto the document. Mr. Ekwuno testified that he did not get paid for his work at Mr. Patel's home, that Mr. Patel paid Mr. Mehrotra directly, and that he sued Mr. Mehrotra rather than Mr. Patel because his contract was with Mr. Mehrotra. Mr. Ekwuno did not present documentary evidence of his contract with Mr. Mehrotra, which he described as informal, or his lawsuit against Mr. Mehrotra, or Mr. Patel's payments to Mr. Mehrotra. Mr. Ekwuno testified that he thinks Mr. Mehrotra was a licensed home improvement contractor but

did not present documentary evidence of Mr. Mehrotra's home improvement contractor license.

In an August 16, 2017 email to Mr. Ekwuno, Mr. Patel notified Mr. Ekwuno that he was terminating their contract for delay, poor workmanship, lack of communication, and abandonment. (Commission's Exhibit 9.) In an August 17, 2017 email to Mr. Patel, Mr. Ekwuno responded that Mr. Patel would be in breach of the contract if he terminated it "because we do not have a time of the essence clause in our contract and you can not be setting deadlines without consulting me." (Commission's Exhibit 9.) Mr. Ekwuno testified that his August 17 email to Mr. Patel was also a response to several emails from Mr. Patel to Mr. Mehrotra to which Mr. Mehrotra failed to respond. Mr. Ekwuno did not present any emails between Mr. Patel and Mr. Mehrotra as evidence.

Mr. Ekwuno presented an August 11, 2017 Invoice/Receipt from his company, The Noble House LLC, for the installation of carpet and flooring for a home in Laurel, Maryland, which he testified is the format of the contracts that he uses for home improvement work. (Respondent's Exhibit 1.)<sup>1</sup>

The Contract clearly does not include the information and notices required by BR § 8-501(c)(1)(i), (iii), or (viii), and Mr. Ekwuno does not contend otherwise. Therefore, the issue before the Commission is whether Mr. Ekwuno entered into the Contract with Mr. Patel. The Commission finds, based on the presence of Mr. Ekwuno's signature on the Contract (Commission's Exhibit 7), Mr. Ekwuno's admission that he was responsible for performing the contract, Mr. Ekwuno's correspondence with Mr. Patel regarding Mr. Patel's termination of the

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<sup>1</sup> The Commission notes that Mr. Ekwuno's Invoice/Receipt does not comply with the Maryland Home Improvement Law because it does not include the Commission's Web site and notice of licensing requirements and the right to inquire about a contractor with the Commission required by BR § 8-501(c)(1)(viii) and does not include the notices required by BR § 8-501(c)(1)(ix) and COMAR 09.08.01.26 regarding formal mediation of disputes by the Commission, the Home Improvement Guaranty Fund, and the homeowner's right to request that the contractor purchase a performance bond.

Contract in which Mr. Ekwuno referred to the Contract as "our contract," that Mr. Ekwuno entered into a home improvement contract with Mr. Patel. The Commission does not find Mr. Ekwuno's uncorroborated testimony regarding his signature on the Contract, his purported contract with Mr. Mehrotra, Mr. Patel's purported contract with and payments to Mr. Mehrotra, or his lawsuit against Mr. Mehrotra to be credible. The Commission does not find Mr. Ekwuno's August 11, 2017 Invoice/Receipt relating to the installation and flooring in another home to be probative as to whether he entered into the Contract with Mr. Patel because the Invoice/Receipt was for a simple flooring installation and the Invoice/Receipt form would not be suitable for a complex home improvement contract such as the Contract between Mr. Ekwuno and Mr. Patel. (Respondent's Exhibit 1.)

BR § 8-620(c)(1) allows the Commission to establish by regulation a series of violations and fines to be used in civil citations. In this case the Commission issued three civil citations and imposed the penalties set by regulation as permitted under BR § 8-620(c)(1). The set penalty of \$500.00 for each of the cited violation is found at Code of Maryland Regulations ("COMAR") 09.08.06.02. Therefore, the Commission will uphold the civil penalties set in this citation.

### **FINAL ORDER**

On the basis of the foregoing Findings of Fact and Conclusions of Law, it is this 23rd day of July 2020, hereby **ORDERED**:

- 1) The Respondent, George Ekwuno, violated Maryland Annotated Code, Business Regulation Article, §§ 8-501(c)(1)(i), 8-501(c)(1)(iii), and 8-501(c)(1)(viii);
- 2) Pursuant to Maryland Annotated Code, Business Regulation Article, § 8-620(c),

and COMAR 09.08.06.02(N)(1), 09.08.06.02(K)(1), and 09.08.06.02(O)(1), and for the reasons stated in the Commission's decision, a total Civil Penalty of 1,500.00 is imposed upon the Respondent.

3) The Respondent has thirty (30) days from the date of this Final Order to petition for judicial review of this decision in circuit court.

**Joseph Tunney**  
**Chair for Panel**  
**Maryland Home Improvement**  
**Commission**