



Oregon

Kate Brown, Governor

AGENDA ITEM NO.

I.C.

Real Estate Agency
530 Center St. NE, Suite 100
Salem, Oregon 97301-2505
Phone: (503) 378-4170
www.oregon.gov/rea

Notice of Agency

OREGON REAL ESTATE BOARD

Regular Meeting Agenda – Videoconference/In-Person Hybrid (Zoom, Agency Office-Salem)

August 1, 2022

I. BOARD BUSINESS - Chair Ihnat

- A. Call to Order
- B. Chair Ihnat comments/Roll Call
- C. Approval of the Agenda and Order of Business
- D. Approval of 06.06.22, regular meeting minutes
- E. Date of the Next Meeting: 10.03.22 to begin at 10am, Videoconference

II. PUBLIC COMMENT - Chair Ihnat

- This time is set aside for persons wishing to address the Board on matters not on the agenda. Speakers will be limited to five minutes.
- The Board Chair reserves the right to further limit or exclude repetitious or irrelevant presentations. If written material is included, 12 copies of all information to be distributed to board members should be given to the Board Liaison prior to the meeting.
- Action will not be taken at this meeting on citizen comments. The Board, however, after hearing from interested citizens, may place items on a future agenda so proper notice may be given to all interested parties.
- If no one wishes to comment, the next scheduled agenda item will be considered.

III. REQUESTS FOR WAIVERS - Chair Ihnat. Waiver request log.

- A. None

IV. PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER - Chair Ihnat.

- A. Precision Capital

V. BOARD ADVICE/ACTION - Commissioner Strode

- A. Elect new Vice Chair

VI. NEW BUSINESS - Commissioner Strode

VII. COMMUNICATIONS - ADMINISTRATIVE ACTIONS SUMMARY - Chair Ihnat

VIII. REPORTS - Chair Ihnat

- A. Commissioner Strode
- B. Agency division reports-Deputy Commissioner Higley
 1. Regulations, Elli Kataura
 2. Land Development Division, Michael Hanifin
 3. Administrative Services, Mesheal Heyman
 4. Licensing and Education, Maddy Alvarado
 5. Compliance Division, Liz Hayes

IX. ANNOUNCEMENTS - Chair Ihnat. Next board meeting: 10.3.22 to begin at 10am, Videoconference

X. ADJOURNMENT – Chair Ihnat

Interpreter services or auxiliary aids for persons with disabilities are available upon advance request.



Oregon

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Agenda Item No.
I.D.

Real Estate Agency
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**OREGON REAL ESTATE BOARD
Regular Meeting Minutes – via Zoom
June 6, 2022**

BOARD MEMBERS PRESENT: Debra Gisriel
Marie Due
Susan Glen
Kim Hedding
LaTasha Beal
Lawnae Hunter
Alex MacLean
Pat Ihnet

BOARD MEMBERS ABSENT: Jose Gonzalez

OREA STAFF PRESENT: Steve Strode, Commissioner
Anna Higley, Deputy Commissioner
Elli Kataura, Regulation Division Manager
Liz Hayes, Compliance Division Lead
Madeline Alvarado, Licensing & Education Division Manager
Mesheal Heyman, Administrative Services Division Manager
Michael Hanifin, Land Development Manager

GUESTS PRESENT: Jamie Illingworth
Tim Walker
Lane Mueller

I. BOARD BUSINESS - Chair Ihnat

- A. Call to Order
- B. Chair Ihnat comments/Roll Call
- C. Approval of the Agenda and Order of Business

**MOTION TO APPROVE 006.06.22 REGULAR MEETING AGENDA AS SUBMITTED BY MARIE DUE
SECOND BY KIM HEDDINGER
MOTION CARRIED BY UNANIMOUS VOTE**

- D. Approval of 04.04.22, regular meeting minutes

**MOTION TO APPROVE 04.04.22 REGULAR MEETING MINUTES AS SUBMITTED BY LAWNAE HUNTER
SECOND BY MARIE DUE
MOTION CARRIED BY UNANIMOUS VOTE**

- E. Date of the Next Meeting: 08.01.22 to begin at 10am, Hybrid

II. PUBLIC COMMENT - Chair Ihnat. None.

- This time is set aside for persons wishing to address the Board on matters not on the agenda. Speakers will be limited to five minutes.
- The Board Chair reserves the right to further limit or exclude repetitious or irrelevant presentations. If written material is included, 12 copies of all information to be distributed to board members should be given to the Board Liaison prior to the meeting.
- Action will not be taken at this meeting on citizen comments. The Board, however, after hearing from interested citizens, may place items on a future agenda so proper notice may be given to all interested parties.
- If no one wishes to comment, the next scheduled agenda item will be considered.

III. REQUESTS FOR WAIVERS - Chair Ihnat. Waiver request log.

- A. Robert Pile requests an Experience Waiver to become a principal broker.

**MOTION TO APPROVE ROBERT PILE PRINCIPAL BROKER EXPERIENCE WAIVER BY ALEX MACLEAN
SECOND BY LAWNAE HUNTER**

MOTION DOES NOT CARRY WITH SPLIT VOTE– (Gisriel-Nay, Due-Nay, Glen-Nay, Hedding-Nay, Beal-Aye, Hunter-Aye, MacLean-Aye, Ihnet-Aye)

OREGON REAL ESTATE AGENCY – Experience Requirement Waiver Request Log (2018-2022)

<p>AGENDA ITEM NO. III.</p>
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DATE	NAME	LICENSE TYPE	APPROVED/DENIED	FACTS AND BOARD DISCUSSION
04.02.18	Ross Kelley	PB	Denied	<p>FACTS: Ross Kelley requests a waiver of experience to become a principal broker. Mr. Kelley explained his request was based on his legal experience on both residential and commercial real estate and also that his business model would be a small scale of commercial properties. Dave Koch asked Mr. Kelley about his attitude towards managing and Mr. Kelley responded that his goal would be to provide exemplary service and he has reviewed ORS Chapter 696. Mr. Koch asked Mr. Kelley if he had supervision experience and Mr. Kelley responded that has supervised paralegals, attorneys and in his current position as well. Alex MacLean asked Mr. Kelley if he has had any experience with day to day transaction activity and Mr. Kelley responded he has worked with many brokers as well as buyers and sellers.</p> <p>MOTION TO DENY MR. KELLEY’S REQUEST FOR WAIVER OF EXPERIENCE AND RECOMMEND MR. KELLEY MAKE HIS REQUEST AFTER ONE YEAR OF EXPERIENCE BY DAVE KOCH SECOND BY PAT IHNAT MOTION CARRIED BY UNANIMOUS VOTE</p>
06.04.18	Ryan McGraw	PB	Approved	<p>FACTS: Ryan McGraw requests experience waiver to become principal broker. Mr. McGraw appeared and explained the basis for his request for waiver was that he has practiced real estate law in some form for 9 years. He also explained that for the past 2 years he has been the equivalent to a principal broker in California, however, he relocated to Oregon and did not build the business in California. Mr. McGraw obtained his broker license in Oregon about a year ago and has handled some transactions but his goal was to build a residential property management business while continuing to sell homes. Dave Koch asked Mr. McGraw what supervisory experience he had. Mr. McGraw responded that for the last 6 years he has been responsible for supervising 22 staff in his current role. Dave Hamilton asked Mr. McGraw if he was operating as both realtor with a company and also the energy company. Mr. McGraw responded that he was operating as both. Commissioner Bentley clarified the area of concern for board members was Mr. McGraw his lack of experience in supervising new licensees and Mr. McGraw responded that he agreed with that concern and would only take on licensees that are fully experienced. Discussion: Alex MacLean stated although Mr. McGraw’s lack of experience with supervision was a concern Mr. MacLean was in support of approval of this motion. Mr. Koch asked Mr. McGraw to expand on his management process/experience and Mr. McGraw described how he has handled various personnel issues as a manager/supervisor. Jose Gonzalez also expressed his support for approval of this motion. Pat Ihnat asked Mr. McGraw how he handled lease negotiations and Mr. McGraw responded that he has been involved as supervising and also has used brokers.</p> <p>MOTION TO APPROVE RYAN MCGRAW’S REQUEST FOR WAIVER OF EXPERIENCE BY LAWNAE HUNTER SECOND BY PAT IHNAT MOTION CARRIED BY UNANIMOUS VOTE</p>
12.10.18	Joseph Edwards	PB	Withdrawn	Joseph Edwards requests an experience waiver, Mr. Edwards contacted the agency to cancel his appearance due to unsafe road conditions.
04.01.19	Ross Kelley	PB	Denied	<p>Ross Kelley requests experience requirement waiver. Chair Farley asked Mr. Kelley to expand on the basis of his request for a waiver. Mr. Kelley explained that since his appearance before the board about a year ago he had completed two transactions and had a listing pending. Mr. Kelley stated that becoming a principal broker would allow him to provide quality service to his clients and also open his own real estate brokerage firm. DISCUSSION: Alex MacLean expressed his appreciation to Mr. Kelley for appearing before the board for a second time and also encouraged him to continue gaining the required experience to become a principal broker. Jose Gonzalez explained that his personal experience of learning from principal brokers was instrumental for him in becoming a principal broker.</p> <p>MOTION TO DENY ROSS KELLEY’S REQUEST FOR WAIVER BY DEBRA GISRIEL SECOND BY DAVE HAMILTON MOTION CARRIED BY UNANIMOUS VOTE</p>
6.3.19	Ruth Howard	PB	Approved	<p>Ruth Howard requested a waiver of experience to become a principal broker. Howard appeared in person. Howard explained the basis for her request. Worked in real estate as a secretary for an office in 1980. Over the years she owned a small business and leased homes for a retirement community, She then got her real estate license. She was asked by the outgoing principal broker and the president of her current company to become the principal broker despite not having the required experience. Dave Koch asked if Laurie Thiel had comments. Thiel spoke on Howard’s behalf. Koch recused himself from the vote, but recommended approval comments. Thiel spoke on Howard's behalf, Koch recused himself from the vote, but recommended approval of the request. Pat Ihnat commented that Koch is usually is the one that questions experience waiver requests) and that Koch's support is uncharacteristic. Howard explained how her leasing experience helped her in professional real estate. Lawnae commented favorable on 1-loward1s background, Ihnat asked how many are in the office now. Howard responded 20. Lawnae asked about trust accounting experience. Debra Gisriel asked if there is another principal broker</p>

				<p>in the office who can step in, Thiel stated that there are licensees that who could meet the requirements but no one with the desire or skills to manage, Gisriel suggested that Howard take the Principal Broker Advanced Practices course and the Principal Broker Academy right away. Dave Hamilton asked question about transaction issues. Alex MacLean inquired about time line for Bill (current PB in the office) to mentor, number of deals occurring in office and experience of brokers in office. MacLean also asked how many RE/MAX offices are in Portland, where are management meetings held, if other RE/MAX management is available to her as a resource, and what her plans are for growing office. Koch commented on history of office. MacLean confirmed Bill is retiring from management of office, not from real estate business, and asked about Dave Koch's relationship with the office and RE/MAX. Ihnat commented when Howard obtains a principal broker license, she could leave RE/MAX and open her own office. Jef Farley commented on the shortcomings of the law requiring only three years of active licensed experience to obtain a principal broker license.</p> <p>DISCUSSION: Dave Hamilton commented he considers Dave Koch's recommendation. Lawnae agreed. Pat said leasing experience similar. Susan commented on past leasing experience and number of transactions completed.</p> <p>MOTION TO APPROVE RUTH HOWARD'S REQUEST FOR WAIVER OF EXPERIENCE BY PAT IHNAT. SECOND BY DEBRA GISRIEL.</p>
2.3.20	Christopher Ambrose	PB	Approved	<p>Christopher Ambrose, Mr. Ambrose explained that he had been practicing attorney with Ambrose Law Group and an active attorney for approximately 30 years. He also stated that he was one of three owners of Total Real Estate Group LLC, which is a residential brokerage based out of Bend and his waiver request is based on his hands on experience as well as working very closely with the principal broker employed at Total Real Estate Group. Mr. Ambrose reported his company closed approximately 70 ns last year, bringing in 55 million in sales and that he had worked with and assisted in the selection of software. Alex MacLean asked Mr. Ambrose how his becoming a principal broker would affect the current principal broker at the company. Mr. Ambrose explained that he would continue to work closely with the principal broker but focus on managing the office and allocating duties while principal broker would continue to produce. Dave Hamilton asked Mr. Ambrose is the current principal broker was a principal in the company and Mr. Ambrose stated current principal broker is not a principal in the company. Discussion: Pat Ihnat, Dave Hamilton and Kim Hedding all stated that they advocated the approval of the Mr. Ambrose's waiver request based on his experience in both the legal and real estate industry. Ms. Hedding asked Mr. Ambrose if his intention was to continue to practice law and Mr. Ambrose affirmed.</p> <p>MOTION TO APPROVE CHRISTOPHER AMBROSE'S WAIVER REQUEST BY ALEX MACLEAN SECOND BY PAT IHNAT MOTION CARRIED BY UNANIMOUS VOTE</p>
12.07.20	Jerry Jones	PB	DENIED	<p>Chair Hunter asked Mr Jones to explain the basis for his waiver request and he responded that he had held various business roles in the real estate industry, such as development projects, commercial management firm. He also explained that he wanted to expand to a brokerage firm and that having the principal broker designation would be a tremendous professional benefit. Susan Glen asked Mr Jones if he was aware of the 3 year requirement previously and re responded that he was aware of the requirement. Marie Due asked Mr. Jones if he had management experience. Mr. Jones explained that he had managed teams of 2 to 3 brokers and upwards of 20. Pat Ihnat stated that managing brokers requires dealing with substantive issues rather than broad management. Jose Gonzalez asked Mr. Jones what options were available to him if his waiver request were to be denied and Mr. Jones replied that the principal broker who plans on retiring would postpone his retirement if necessary.</p> <p>MOTION TO DENY JERRY JONES'S 3 YEAR EXPERIENCE WAIVER REQUEST BY ALEX MACLEAN SECOND BY MARIE DUE MOTION CARRIED BY UNANIMOUS VOTE</p>
12.07.20	Eric Zechnelley	PB		<p>Chair Hunter asked Mr. Zechnelley to explain the basis for his waiver request and he responded that his family owns and operates multiple businesses relating to various areas of real estate, which he has been involved in since he was in high school. He also explained that he received a Master Degree in Real Estate Development from Portland State University. Alex MacLean asked Mr. Zechnelley who he would be managing and what type of business and he responded that the business was a manufactured home company involving commercial real estate transactions and he would be managing a couple of brokers. Pat Ihnat asked Mr. Zechnelley how he believed his degree weighed in on answering questions from brokers and he replied that many of the courses he took covered law/rule content along with transaction processes. DISCUSSION: Pat Ihnat stated although Mr. Zechnelley's experience was with manufactured homes, his course study and degree were impressive. Alex MacLean stated Mr. Zechnelley's would benefit from more management experience.</p> <p>MOTION TO DENY ERIC ZECHNELLEY'S 3 YEAR EXPERIENCE WAIVER REQUEST BY ALEX MACLEAN SECOND BY DAVE HAMILTON MOTION CARRIED BY UNANIMOUS VOTE</p>
02.01.21	Robert Tessmer	PB	MOTION FAILED – TIE VOTE	<p>Chair MacLean asked Mr. Tessmer to explain the basis for his waiver request and he responded that his career had consisted of property searches, purchasing, rebuilding, and renovating. He also explained that as a veteran his goals were to work with</p>

				<p>disabled veterans and assist them with finding homes. Pat Ihnat asked Mr. Tessmer to explain how his experience met with the waiver request requirements and he explained that he his experience included lease negotiations, writing leases, and contract management. Vice Chair Ihnat asked Mr. Tessmer if he planned to employ brokers and he responded that at some point he would be employing brokers. Lawnae Hunter asked Mr. Tessmer to provide a summary of his supervisory experience and he responded that he had vast experience with contract management and managing people with setting their career enhancement guidelines. Lawnae Hunter also asked Mr. Tessmer if he was familiar with the financial responsibilities required of a principal broker. Mr. Tessmer explained that he was familiar with the financial responsibilities. Dave Hamilton asked Mr. Tessmer what experience he had with overseeing several brokers and ensuring that they follow proper guidelines and he responded he would have a business plan in place to facilitate proper supervision. Discussion: Chair MacLean asked Mr. Tessmer to elaborate on his connection to Mr. Larkin. Mr. Tessmer explained that his relationship with Mr. Larkin was as a mentor and seeking his advice/input on certain situations. Susan Glen asked Mr. Tessmer if he had considered working under the supervision of a principal broker for a period of time and he responded that he would not work well in that type of setting or environment.</p> <p>MOTION TO APPROVE ROBERT TESSMER'S EXPERIENCE WAIVER REQUEST BY LAWNAE HUNTER SECOND BY PAT IHNAT</p> <p>MOTION FAILS BY TIE VOTE (AYES: LAWNAE HUNTER, SUSAN GLEN, PAT IHNAT, ALEX MACLEAN. NAYS: MARIE DUE, DEBRA GISRIEL, KIM HEDDINGER, DAVE HAMILTON)</p>
02.01.21	Eric Zechnelley	PB	APPROVED	<p>Eric Zechnelley - Mr. Zechnelley asked Chair MacLean the reason the board denied his previous waiver request on 12.7.20 and both Chair MacLean and Dave Hamilton responded that the reason for the denial was lack his of experience. Vice Chair Ihnat stated that she would be inclined to support Mr Zechnelley's waiver request based on his college degree. David Malcolm, attorney for Mr. Zechnelley, explained that he reviewed the last 5 years of waiver requests and board meeting minutes and determined that Mr. Zechnelley has met the requirements for to qualify for a waiver request.</p> <p>MOTION TO APPROVE ERIC ZECHNELLEY'S WAIVER REQUEST BY PAT IHNAT SECOND BY LAWNAE HUNTER</p> <p>MOTION CARRIED BY UNANIMOUS VOTE</p>
04.05.21	Robert Tessmer	PB	APPROVED	<p>Robert Tessmer - David Malcolm, attorney for Mr. Tessmer explained Mr. Tessmer's qualifications qualifying him for the waiver request. Alex MacLean asked Mr. Malcolm to explain Mr. Tessmer's anticipated supervisory duties would be and Mr. Malcolm responded that Mr. Tessmer had no plans to hire brokers. Pat Ihnat summarized Mr. Tessmer's business plan as a sole proprietor shop, assisting buyers to find property. Debra Gisriel asked Mr. Tessmer is he currently held a brokers' license or taken the principal broker's course work and Mr. Malcolm responded that Mr. Tessmer did not hold a broker's license or taken the principal broker's coursework.</p> <p>MOTION TO APPROVE ROBERT TESSMER'S EXPERIENCE WAIVER REQUIREMENT REQUEST BY LAWNAE HUNTER SECOND BY PAT IHNAT</p> <p>MOTION CARRIED BY 6 AYES (ALEX MACLEAN, PAT IHNAT, MARIE DUE, KIM HEDDINGER, JOSE GONZALEZ, AND LAWNAE HUNTER) AND 3 NAYS (DAVID HAMILTON, SUSAN GLEN, AND DEBRA GISRIEL)</p>
06.07.21	Michael Paluska	PB	APPROVED	<p>Michael Paluska explained his background as an attorney he did not practice litigation and had over 25 years of experience in real estate law. Chair MacLean asked Mr. Paluska what experience he had with continuing education and Mr. Paluska responded that he had provided continuing education for the commercial industry members and for attorneys. Lawnae Hunter asked Mr. Paluska if he intended to operate a traditional brokerage, which would include supervising other brokers and he indicated that was his intention. Chair MacLean asked Mr. Paluska to elaborate on his current supervisory role and he explained that his practice consisted of one attorney and his management experience has been managing staff at various companies that he has owned. Dave Hamilton asked if he intended to continue to run his law firm and Mr. Paluska responded that he would.</p> <p>MOTION TO APPROVE MICHAEL PALUSKA'S REQUEST FOR EXPERIENCE WAIVER BY PAT IHNAT SECOND BY KIM HEDDINGER</p> <p>MOTION CARRIED BY 8 YES VOTES (ALEX MACLEAN, PAT IHNAT, MARIE DUE, JOSE GONZALEZ, DEBRA GISRIEL, LAWNAE HUNTER, SUSAN GLEN, AND KIM HEDDINGER) ONE NO (DAVE HAMILTON)</p>
04.04.22	Dana McNeil	PB	APPROVED	<p>Dana McNeil requested board approval for a 21 month waiver of the 3 year broker experience requirement for the principal broker license. Ms. McNeil outlined her experience of 15 years in commercial real estate, working specifically in the GSA niche in real estate negotiation, project management and construction.</p> <p>MOTION TO APPROVE DANA MCNEIL'S REQUEST FOR EXPERIENCE WAIVER BY ALEX MACLEAN SECOND BY LAWNAE HUNTER</p> <p>MOTION CARRIED BY UNANIMOUS VOTE</p>
06.06.22	Robert Pile	PB	MOTION FAILED – TIE VOTE	<p>MOTION TO APPROVE ROBERT PILE PRINCIPAL BROKER EXPERIENCE WAIVER BY ALEX MACLEAN SECOND BY LAWNAE HUNTER</p> <p>MOTION DOES NOT CARRY WITH SPLIT VOTE– (Gisriel-Nay, Due-Nay, Glen-Nay, Heddinger-Nay, Beal-Aye, Hunter-Aye, MacLean-Aye, Ihnet-Aye)</p>

IMPORTANT - PLEASE READ

You must be able to comply with the requirements of a Certified Continuing Education Provider if the Board approves your or your company's qualifications.

When offering a course eligible for real estate continuing education credit, a Certified Continuing Education Provider **MUST** comply with **ALL** of the following requirements:

- Ensure the course is within the scope of one or more course topics listed in OAR 863-020-0035(3) or is the three-hour Law and Rule Required Course "LARRC" approved by the Board pursuant to OAR 863-022-0055. The Agency will not determine whether individual courses or classes are within the scope of an eligible course topic.
- Identify to real estate licensees which course topic(s) the offered course covers, or if the course is the three-hour Law and Rule Required Course "LARRC" under 863-022-0055, the Broker Advanced Practices course under OAR 863-022-0020, the Property Manager Advanced Practices course under 863-022-0055, or the Brokerage Administration and Sales Supervision course under OAR 863-022-0025.
- Ensure the minimum length of the course is one hour as required under OAR 863-020-0007.
- Assign a four-digit identifying course number to the course. (Any assignment of four numbers is acceptable. Each course must have its own number. Letters are not to be included in a course "number.")
- Ensure the course meets the learning objective requirements contained in OAR 863-020-0045. The Agency does not review or approve learning objectives.
- Ensure that the instructor who teaches a continuing education course offered for credit:
 - Meets the requirements set forth in ORS 696.186, and
 - Has completed and signed the Continuing Education Instructor Qualifications Form as required by OAR 863-020-0060.
- Obtain a copy of the completed and signed Continuing Education Instructor Qualifications Form for each instructor for your records per OAR 863-020-0050 and OAR 863-020-0060.
- Maintain records of each offered course as required by ORS 696.184(c) and OAR 863-020-0055 for three years from the date the course was provided.
- Upon completion of an eligible course, provide each licensee who attends the course a completed Certificate of Attendance that includes all of the information required under OAR 863-020-0050(5), including licensee name and license number.

If petitioner is not able to comply with any of the above requirements, you may wish to consider being an instructor for an already certified provider. Visit the Agency's [website](#) for further information on instructor qualifications.



PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER

Rev. 3/2022

Real Estate Agency
530 Center St. NE Ste. 100
Salem OR 97301
Phone: (503) 378-4170

INSTRUCTIONS

To petition the Real Estate Board for approval of qualifications to become an applicant for certification as a continuing education provider, the petitioner must complete this form and submit it by e-mail to madeline.c.alvarado@rea.oregon.gov a least 21 days before the next scheduled Board meeting at which the applicant wishes the Board to act.

IMPORTANT:

- If the petitioner is an entity, the information provided must pertain to that entity. If the petitioner is an individual, the information provided must pertain to that individual.
- All information and documents submitted as part of this petition become part of the Board Packet, and therefore, public record.
- Petitioners will need to appear before the Board. This may be done in person or by phone. Once the Agency receives this completed petition, a letter will be sent to the petitioner with the date of the Board meeting the petitioner will need to attend.
- Please do not submit any class or course information as the Oregon Real Estate Agency Board is not able to review or consider this information.

If the Board approves this petition, the Agency will email a letter to the petitioner, confirming the Board's approval. The petitioner may then apply for certification as a continuing education provider under OAR 863-020-0030.

PETITIONER

Name Precision Capital Phone Number (541) 485-2223
 Physical Address 4710 Village Plaza Loop Address Cont. Suite 100
 City Eugene State OR Zip Code 97401 County Lane
 E-mail info@precisioncapital.net
 Mailing Address (if different) _____ Address Cont. _____
 City _____ State _____ Zip Code _____ County _____

AUTHORIZED CONTACT PERSON

Prefix _____ First Name Lorena Last Name Teer
 Phone Number (541) 337-3673 E-mail lorena@precisioncapital.net

Indicate who will appear before the board on behalf of the Petitioner:

Lorena Teer

AGENCY USE ONLY

Approved by Board YES NO

Review Date _____

PETITION TO QUALIFY AS A CONTINUING EDUCATION PROVIDER, Continued

AUTHORIZATION AND ATTESTATION
<ul style="list-style-type: none"> I hereby certify that I am authorized to submit this form on behalf of the petitioner and that the information is true and accurate, to the best of my knowledge. I certify that petitioner, or authorized individual on petitioner's behalf, has read, understands and is ready to comply with the statutory and administrative rule provisions applicable to certified continuing education providers. I attest that petitioner knows and understands the responsibilities of a certified continuing education provider under OAR 863-020-0050. I attest that petitioner knows and understands the requirements of an instructor under ORS 696.186 and the information required on a continuing education instructor qualification form under OAR 863-020-0060.

I UNDERSTAND:			
	Initials	Date Completed	Agency Use Only
I will complete the Continuing Education Provider Application and will pay the \$300 fee upon Board approval.	06/21/2022 DS LT	06/21/2022	
I understand the requirements of an education provider as outlined in Oregon Administrative Rules (OAR) Chapter 863, Division 20.	LT DS LT	06/21/2022	
Petitioner has demonstrated their experience and expertise in two or more course topics eligible for continuing education credit as listed in OAR 863-020-0035.	LT DS LT	06/21/2022	
Petitioner has demonstrated their experience in providing educational courses to real estate licensees.	LT DS LT	06/21/2022	

Lorena Teer _____

Date: **06/21/2022** _____

Printed Name of Authorized Individual

DocuSigned by:
Lorena Teer
87D141811B5E43E

 Signature of Authorized Individual

Reset
Print Form

PacWest Funding Inc, dba Precision Capital, is uniquely qualified to provide continuing Education Classes for real estate brokers in Oregon.

Chapter 863.020.4.B – Principal real estate broker supervision responsibilities

Precision’s President and CEO, Kevin Simrin, is a licensed Principal Broker in Oregon, licensed since 1989. In addition to his role at Precision Capital, Kevin Simrin owned several RE/MAX Integrity offices throughout Oregon for nearly 25 years before selling those offices in 2020. To this day Kevin continues to hold a Principal Brokers license and consultants for real estate brokerages.

Chapter 863.020.4.T – Real estate finance

Precision is a private money lender in Oregon, licensed in Oregon and a member of the National Mortgage License Registry. In providing private money loans Precision has extensive experience in both commercial and residential lending and real estate.

Since Precision beginnings in 1997, Precision has been active in the real estate community offering both formal and informal education to real estate practitioners.

The key staff at Precision (Including Pam Hoepfl who is a certified speaker for OAR) has taught many CE classes, using the CE platform of the real estate office they are presenting to. However, Precision has noticed that some smaller offices are not CE providers, therefore Precision has decided to commit to being a CE provider themselves, with the agencies consent.

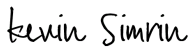
While Precision would plan to teach courses with their own key staff and CEO, Precision also plans to properly vet other qualified educators and their syllabus to offer CE classes.

Chapter 863.020.4.D,Q,R,GG

Precision Capital has a wealth of management level staff with vast experience in both the Lending industry and Real Estate. From Brokerage ownership [863.20.4.D] to business ethics [863.20.4.Q], risk management [863.20.4.R] to negotiation [863.20.4.GG], Precision Capital is very familiar with the Real Estate industry, it’s agencies and the required necessities for the CE program. Precision Capital takes pride in its organization and fully understands the Continuing Education reporting process and looks forward to being a provider.

Please feel free to contact Kevin directly with any questions

Kevin@simrin.org or 541-302-4802

DocuSigned by:

3508F383BC274F2...

Escrow Agent Admin Actions 2012-2022*

Order Date	Respondent	Case #	Complainant	Civil Penalty	Link to Order
4/19/2022	WFG Lender Services	2021-307	Public	\$ 500	WFG Lender Services
3/17/2022	Chicago Title Company of Oregon	2021-495	Public	\$ 1,500	Chicago Title Company of Oregon
3/17/2022	Ticor Title Company of Oregon	2021-556	Public	\$ 3,000	Ticor Title Company of Oregon
8/12/2020	First American Title Insurance Company	2019-422	Public	\$ 3,000	First American Title Insurance Company
10/31/2019	Stewart Title Company	2015-411	Public	\$ 5,000	Stewart Title Company
9/23/2014	First American Title Insurance Company	2013-813	OREA	\$ 1,000	First American Title Company of Oregon
6/28/2013	First American Title Co of Oregon	2012-329	Public	\$ 3,325	First American Title Co of Oregon
6/28/2013	Pacific Title Company	2012-398	Public	\$ 1,000	Pacific Title Company
1/30/2013	Chicago Title Company of Oregon	2012-36	Public	\$ 2,500	Chicago Title Company of Oregon

*Delivered by request of the Oregon Real Estate Board – June 2022 Board Meeting

ADMINISTRATIVE ACTIONS

Reported

5/14/22 through 7/11/22

REVOCATIONS

Mock, Jason C (Portland), Property Manager 200504469, Final Order by Default dated June 1, 2022, issuing a revocation.

SUSPENSIONS

None

REPRIMANDS

Bensel, Lawrence Nick (Astoria), Principal Broker 201213900, Stipulated Final Order dated June 8, 2022, issuing a reprimand.

O'Hara, Toni Lynne (Prineville), Property Manager 200407225, Stipulated Final Order dated June 27, 2022, issuing a reprimand.

CIVIL PENALTIES

Expired — Late Renewal civil penalties are computed using each 30-day period as a single offense. The civil penalty for the first 30-day period can range from \$100-\$500, with each subsequent 30-day period ranging from \$500-\$1,000. ORS 696.990

Bouchet, Michelle S. (Portland), Property Manager 201219216, Stipulated Final Order dated June 16, 2022, issuing a \$2,600.00 civil penalty.

Unlicensed Activity

None

Escrow

None

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
LAWRENCE NICK BENSEL) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Lawrence Nick Bensel (Bensel) do hereby agree and stipulate to the following:

FINDINGS OF FACT, STATEMENTS OF LAW
AND
CONCLUSIONS OF LAW

1.

In establishing the violations set forth herein, the Agency may rely on one or more of the definitions contained in ORS 696.010.

First and Second Findings of Fact:

1.1 At all times mentioned herein, Bensel was licensed as a principal broker with Popkin Real Estate, LLC.

1.2 On May 28, 2021, the Agency received a complaint forwarded by the Oregon Department of Justice received from Heather Suminski (Suminski). The Agency opened an investigation.

1.3 Clatsop County records show 5985 Cedar Street, Astoria, OR (Cedar) was purchased by Olga Gederevich (O. Gederevich) in December 2016, and then on October 30, 2018, O. Gederevich deeded the property to her brother-in-law, Igor Gederevich (I. Gederevich).

1.4 According to Bensel, O. Gederevich and Yuriy Gederevich (Y. Gederevich) are married. Bensel was aware Y. Gederevich and O. Gederevich owned Cedar which was in bad shape. In 2018, Y. Gederevich asked Bensel to list Cedar for sale after it was torn down to the

1 studs, however, it didn't sell. Bensel listed Cedar from April 10, 2018 through November 2,
2 2018.

3 1.5 Bensel later heard Y. Gederevich and O. Gederevich sold Cedar to I.
4 Gederevich, Yuiry's brother. I. Gederevich started having work done to Cedar, but Bensel did
5 not know who performed the work. I. Gederevich later contacted Bensel to list the subject
6 property for sale.

7 1.6 On May 26, 2020, Cedar was listed for sale at \$324,000.

8 1.7 Jim "Ace" Neikes (Neikes) own the land adjacent to Cedar and drives to his
9 property to occasionally check on it. According to Neikes, Y. Gederevich (O. Gederevich's
10 husband) had someone working on the subject property for about a year or year and a half.
11 According to Neikes, when Y. Gederevich purchased the subject property, it had no driveway
12 access and was landlocked by Neikes' property. Neikes stated he had land surveys done and
13 sold Y. Gederevich a small piece of land directly in front of the subject property so he had legal
14 access to it from the street.

15 1.8 Bensel was aware when Y. Gederevich initially bought the subject property there
16 was no driveway, then later when I. Gederevich later contacted him to list it, there was a
17 driveway. The driveway was cut around the subject property and across Neikes' property.

18 1.9 Bensel said Y. Gederevich claimed he had purchased the land when he bought
19 the subject property. Bensel was aware the driveway was not part of Y. Gederevich's property
20 for years, but Y. Gederevich told him the land was purchased from Neikes,.

21 1.10 Bensel said, "I think Yuriy/Jerry thought he had bought the land. I don't think he
22 did it maliciously."

23 1.11 Bensel had prior knowledge the driveway access to Cedar encroached upon a
24 neighboring property yet he did not readily disclose it. When Bensel listed Cedar on the
25 Multiple Listing Service on May 26, 2020, the listing contained no information about the
26 driveway encroachments or lack of permits.

27 1.12 On July 16, 2020, Bill Fornas (Fornas), submitted an offer to purchase Cedar on
28 behalf of his clients. I. Gederevich accepted the offer the following day.

29 1.13 When Fornas viewed Cedar he noticed there was no "sign off" on the electrical
30 panel, which was a red flag. He asked Bensel if the electrical work was permitted and Bensel

1 told him it was not. Bensel did not disclosed the unpermitted repairs to Fornas, until Fornas
2 questioned him about the electrical panel.

3 1.14 Bensel did not disclose the driveway encroachment on the neighboring property
4 to Fornas, until approximately five days after the offer was submitted.

5 1.15 On July 23, 2020, Bill Fornas submitted an addendum and a termination
6 agreement to terminate on behalf of the buyers citing the Cedar's driveway on the neighboring
7 property and remodeling work that was done without the proper permitting as the reason for
8 termination.

9 1.16 On July 24, 2020, Bensel changed the listing for Cedar from Pending to Active
10 status, but he did not amend it to include information he had about the driveway encroachment
11 or lack of permits.

12 1.17 On July 28, 2020, Bensel texted Mary Wikstrom (Wikstrom), who represented
13 Neikes on many of his real estate investments, the following message, "I need a little help with
14 Ace. I have a client that wants to buy my listing at 5985 Cedar street [sic]. He will need to buy
15 a piece from Ace to leave the driveway where it is or have the selling [sic] move on." Wikstrom
16 advised Bensel that Neikes would accept \$5,000 for the land the driveway encroached upon.
17 Bensel never followed through and also failed to update the listing.

18 1.18 Heather Suminski (Suminski) contacted Bensel to inquire about Cedar. She lived
19 in Bend and scheduled a time to view the property. Bensel attempted to dissuade Suminski
20 from purchasing the property, telling her it was not right for her.

21 1.19 Suminski was put into contact with broker Erkan Koyuncu, (Koyuncu). Koyuncu
22 represented Suminski for the remainder of the transaction. On July 31, 2020, Koyuncu
23 submitted an offer to purchase Cedar on behalf of Suminski. Bensel did not disclose the
24 driveway encroachment issue to Koyuncu.

25 **First Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand a
26 licensee's real estate license who has disregarded or violated any provision of ORS 659A.421,
27 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the
28 Real Estate Agency. Implementation of ORS 696.301(3) is made through
29 696.805(2)(a)(c)(3)(a)(c) (2019 Edition). ORS 696.805(2)(a)(c) states: (2) a seller's agent owes
30 the seller, other principals and the principal's agents involved in a real estate transaction the

1 affirmative duties: (a) to deal honestly and in good faith; and (c) to disclose material facts
2 known by the seller's agent and not apparent or readily ascertainable to a party.
3 ORS 696.805(3)(a)(c) states: (3) a seller's agent owes the seller involved in a real estate
4 transaction the affirmative duties: (a) to exercise reasonable care and diligence; and (c) to be
5 loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a
6 transaction. ORS 696.301(12) authorizes the Commissioner to reprimand a licensee's real
7 estate license who has demonstrated incompetence or untrustworthiness in performing any act
8 for which the real estate licensee is required to hold a license. ORS 696.301(15) authorizes
9 the Commissioner to reprimand a licensee's real estate license who has engaged in any
10 conduct that is below the standard of care for the practice of professional real estate activity in
11 Oregon as established by the community of individuals engaged in the practice of professional
12 real estate activity in Oregon.

13 **First Conclusion of Law:** Bensel failed to readily disclose to Bill Fornas that the
14 driveway access to Cedar encroached upon a neighboring property and that unpermitted
15 repairs/remodel were made to Cedar. Bensel also failed to disclose the driveway
16 encroachment to Erkan Koyuncu. Bensel violated ORS 696.301(3) and its implementing
17 statute ORS 696.805(2)(a)(c)(3)(a)(c) (2019 Edition). Bensel also violated ORS 696.301(12)
18 and (15).

19 **Second Statement of Law:** ORS 696.301(3) authorizes the Commissioner to
20 reprimand a licensee's real estate license who has disregarded or violated any provision of
21 ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or
22 any rule of the Real Estate Agency. Implementation of ORS 696.301(3) is made through OAR
23 863-015-0125(2)(b) (1-1-20 Edition). OAR 863-015-0125(2)(b) states (2) advertising by a
24 licensee, in process and in substance, must: (b) be truthful and not deceptive or misleading.
25 ORS 696.301(4) authorizes the Commissioner to reprimand a licensee's real estate license
26 who has knowingly or reckless published materially misleading or untruthful advertising. ORS
27 696.301(12) authorizes the Commissioner to reprimand a licensee's real estate license who
28 has demonstrated incompetence or untrustworthiness in performing any act for which the real
29 estate licensee is required to hold a license. ORS 696.301(15) authorizes the Commissioner
30 to reprimand a licensee's real estate license who has engaged in any conduct that is below the

1 standard of care for the practice of professional real estate activity in Oregon as established by
2 the community of individuals engaged in the practice of professional real estate activity in
3 Oregon.

4 **Second Conclusion of Law:** On May 26, 2020, Bensel listed Cedar and failed to
5 include any information about the driveway encroachment or lack of permits. On July 24,
6 2020, after Fornas' clients terminated their transaction due to the driveway encroachment and
7 lack of permits, Bensel changed the listing for Cedar from Pending to Active status, but did not
8 amend the listing to include information he had about the driveway encroachment or lack of
9 permits. Bensel later negotiated a purchase price for the land, confirming he was aware of the
10 encroachment, but never updated the listing. By failing to update the listing Bensel violated
11 ORS 696.301(3) and its implementing rule OAR 863-015-0125(2)(b) (1-1-20 Edition). Bensel
12 also violated ORS 696.301(4), (12), and (15) (2019 Edition).

13 **Third Findings of Fact:**

14 1.20 Prior to listing, on May 24, 2020, I. Gederevich completed a Seller's Property
15 Disclosure form which was provided to Fornas and Koyuncu in each of their transactions.

16 1.21 On line 51 D of the disclosure is the following question, "Are there any
17 encroachments, boundary agreements, boundary disputes or recent boundary changes?" I.
18 Gederevich marked the "No" box.

19 1.22 On line 111B of the disclosure are the questions: "Are there any additions,
20 conversions, or remodeling? If yes, was a building permit required? If yes, was a building
21 permit obtained? If yes, was a final inspection obtained?" I. Gederevich answered "No" to the
22 first question and "NA" to the remaining questions. The disclosure was never amended after it
23 was discovered no permits were pulled for the complete remodel of Cedar.

24 **Third Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand a
25 licensee's real estate license who has disregarded or violated any provision of ORS 659A.421,
26 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the
27 Real Estate Agency. Implementation of ORS 696.301(3) is made through ORS
28 696.805(2)(a)(c). ORS 696.805(2)(a)(c) states: (2) a seller's agent owes the seller, other
29 principals and the principal's agents involved in a real estate transaction the affirmative duties:
30 (a) to deal honestly and in good faith; and (c) to disclose material facts known by the seller's

1 agent and not apparent or readily ascertainable to a party. ORS 696.301(14) authorizes the
2 Commissioner to reprimand a licensee's real estate license who has committed an act of fraud
3 or engaged in dishonest conduct substantially related to the fitness of the applicant or real
4 estate licensee to conduct professional real estate activity, without regard to whether the act or
5 conduct occurred in the course of professional real estate activity. ORS 696.301(15)
6 authorizes the Commissioner to reprimand a licensee's real estate license who has engaged in
7 any conduct that is below the standard of care for the practice of professional real estate
8 activity in Oregon as established by the community of individuals engaged in the practice of
9 professional real estate activity in Oregon.

10 **Third Conclusion of Law:** Although Bensel had prior knowledge of the driveway
11 encroachment and unpermitted repairs/remodel at Cedar, he provided Fornas and Koyuncu
12 with the original Seller's Property Disclosure Statement completed on May 24, 2020, which
13 contained inaccurate information about the encroachment and permits. This violated ORS
14 696.301(3) and its implementing statute ORS 696.805(2)(a)(c) (2019 Edition). Bensel also
15 violated ORS 696.301(14) and (15) (2019 Edition).

16 **Fourth Findings of Fact:**

17 1.23 After Suminski had scheduled a viewing of Cedar with Bensel (prior to being
18 represented by Koyuncu), Bensel called Suminski the night before she was scheduled to view
19 the property, to report he had a cash offer for Cedar and suggested cancelling her viewing.
20 The cash buyer Bensel mentioned was his stepson, a first-time homebuyer. During the
21 Agency investigation, Bensel wrote the following about his stepson's offer, "Regarding my
22 stepson... offer never written simply a desire on his part and discouragement on my part."

23 1.24 After negotiating terms to purchase the driveway land from Neikes in July 2020
24 Bensel told Wikstrom his cash buyer backed out.

25 **Forth Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand
26 a licensee's real estate license who has disregarded or violated any provision of ORS
27 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any
28 rule of the Real Estate Agency. Implementation of ORS 696.301(3) is made through ORS
29 696.805(2)(a) (2019 Edition). ORS 696.805(2)(a) states (2) a seller's agent owes the seller,
30 other principals and the principal's agents involved in a real estate transaction the affirmative

1 duties: (a) to deal honestly and in good faith.

2 **Fourth Conclusion of Law:** Bensel reported to Suminski and Wikstrom that there was
3 an all cash offer made for Cedar, yet Bensel reported to the Agency his stepson's offer was
4 never written, but was "simply a desire on his part." Bensel violated ORS 696.301(3) and its
5 implementing statute 696.805(2)(a) (2019 Edition).

6 **Fifth Findings of Fact:**

7 1.25 On September 8, 2020, Suminski's transaction closed. Shortly after closing,
8 Neikes came to Suminski's door to speak about the driveway, which was when she discovered
9 it was not part of the Cedar property. As of September 7, 2021, the driveway still crossed
10 Neikes' property and the encroachment issue had not been resolved.

11 1.26 The above acts demonstrate conduct below the standard of care for the practice
12 of professional real estate activity in Oregon and incompetence or untrustworthiness in
13 performing acts for which Bensel is required to hold a license.

14 **Fifth Statement of Law:** ORS 696.301(12) authorizes the Commissioner to reprimand
15 a licensee's real estate license who has demonstrated incompetence or untrustworthiness in
16 performing any act for which the real estate licensee is required to hold a license. ORS
17 696.301(15) authorizes the Commissioner to reprimand a licensee's real estate license who
18 has engaged in any conduct that is below the standard of care for the practice of professional
19 real estate activity in Oregon as established by the community of individuals engaged in the
20 practice of professional real estate activity in Oregon.

21 **Fifth Conclusion of Law:** All of the above acts violates ORS 696.301(12)(15) (2019
22 Edition).

23 **Sixth Conclusion of Law:** The forgoing violations are grounds for discipline pursuant
24 to ORS 696.301(3),(4), (12), (14), and (15). Based on these violations a reprimand is
25 appropriate for violations of ORS 696.301(3),(4),(12),(14), and (15). As previously noted, the
26 Agency has set forth the grounds of discipline as ORS 696.301(3) ,(4),(12),(14), and (15).

27 1.27 Bensel through his attorney reported to the Agency a settlement was reached
28 with Suminski which mitigated her financial loss.

29 2.

30 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real

1 estate license, whether by operation of law, order of the Real Estate Commissioner or decision
2 of a court of law, or the inactive status of the license, or voluntary surrender of the license by
3 the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with
4 an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee;
5 (3) Take action against a licensee, including assessment of a civil penalty against the licensee
6 for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or
7 revoking a license.

8 3.

9 The Agency reserves the right to investigate and pursue additional complaints that may
10 be received in the future regarding this licensee.

11 4.

12 STIPULATION AND WAIVER

13 I, Lawrence Nick Bensel, have read and reviewed this Stipulated Final Order and its
14 Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings
15 of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full
16 and complete agreement and stipulation between the Agency and me. I further understand
17 that if I do not agree with this stipulation I have the right to request a Hearing on this matter
18 and to be represented by legal counsel at such a Hearing. I also understand that any Hearing
19 would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in
20 accordance with the Rules of Practice and Procedure adopted by the Attorney General of the
21 State of Oregon. By signing this Stipulated Final Order I freely and voluntarily waive my rights
22 to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
23 matter.

24 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
25 understand that the Order which follows hereafter, which I have also read and understand,
26 may be completed and signed by the Real Estate Commissioner or may be rejected by the
27 Real Estate Commissioner. I further understand that, in accordance with the provisions of
28 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
29 Journal.

30 ///

1 In addition to all of the above, I agree that once the Commissioner executes this
2 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
3 waive the right to challenge the validity of service.

4 ORDER

5 IT IS HEREBY ORDERED that Lawrence Nick Bensel's principal broker license be, and
6 hereby is reprimanded.

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9 IT IS SO STIPULATED:

IT IS SO ORDERED:

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11 DocuSigned by:
12 *Lawrence Bensel*
13 730AF7DF9748456...
14 LAWRENCE NICK BENSEL

DocuSigned by:
Steven Strode
E2C2D0097AD0471...
STEVEN STRODE



15 Date 6/7/2022 | 8:42 AM PDT

Date 6/8/2022 | 8:10 AM PDT

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17 Date of Service: 06/08/2022
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REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Property Manager
License of
MICHELLE S. BOUCHET

STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Michelle S. Bouchet (Bouchet) do hereby agree and stipulate to the following:

FINDINGS OF FACT, STATEMENTS OF LAW
AND
CONCLUSIONS OF LAW

1.

In establishing the violations set forth herein, the Agency may rely on one or more of the definitions contained in ORS 696.010.

Findings of Fact:

1.1 Bouchet was licensed as a property manager with Avem Property Management, LLC.

1.2 On September 1, 2021, the Agency emailed Bouchet a renewal notice for her property manager license. On September 22, 2021, a second email notice was sent.

1.3 Bouchet’s license expired on October 1, 2021. On October 1, 2021, the Agency emailed Bushett a notice stating Bouchet’s license was expired and included a warning not to conduct professional real estate activity.

1.4 On March 28, 2022, the Agency received a complaint from Don Johnson against Bouchet. The Agency opened an investigation.

1.5 On April 4, 2022, Bouchet renewed her license, and her license became active. On her renewal application, in response to a question, she wrote she was unaware of her license had expired until she was notified by Agency staff regarding the complaint.

1 1.6 During the time Bouchet’s license was expired, from October 1, 2021, to April 3,
2 2022, 185 days, Bouchet continued to engage in professional real estate activity by taking part
3 in the management of rental real estate.

4 **Statements of Law:**

5 ORS 696.020(2) states an individual may not engage in, carry on, advertise or purport
6 to engage in or carry on professional real estate activity or act in the capacity of a real estate
7 licensee, within this state unless the individual holds an active license as provided for in this
8 chapter.

9 Professional real estate activity is defined in ORS 696.010(17) and includes
10 management of rental real estate as defined per ORS 696.010(14).

11 ORS 696.990(4)(a) and (b) states: (4) Any person that violates ORS 696.020(2) may be
12 required by the Real Estate Commissioner to forfeit and pay to the General Fund of the State
13 Treasury a civil penalty in an amount determined by the commissioner of: (a) Not less than
14 \$100 nor more than \$500 for the first offense of unlicensed professional real estate activity;
15 and (b) Not less than \$500 nor more than \$1,000 for the second and subsequent offenses of
16 unlicensed professional real estate activity.

17 ORS 696.990(9) states for the purposes of subsection (4) of this section, any violation
18 of ORS 696.020(2) that results from a failure of a real estate licensee to renew a license within
19 the time allowed by law constitutes a single offense of unlicensed professional real estate
20 activity for each 30-day period after expiration of the license during which the individual
21 engages in professional real estate activity. A civil penalty imposed for a violation of ORS
22 696.020(2) that results from a failure of a real estate licensee to renew a license within the time
23 allowed by law is not subject to the minimum dollar amounts specified in subsection (4) of this
24 section.

25 **Conclusion of Law:**

26 By conducting professional real estate activity over the course of 185 days after
27 Bouchet’s license expired and before renewing it, Bouchet violated ORS 696.020(2) and is
28 subject to discipline or civil penalty pursuant to ORS 696.990(4) and (9).

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2.

According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real estate license, whether by operation of law, order of the Real Estate Commissioner or decision of a court of law, or the inactive status of the license, or voluntary surrender of the license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee; (3) Take action against a licensee, including assessment of a civil penalty against the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or revoking a license.

3.

The Agency reserves the right to investigate and pursue additional complaints that may be received in the future regarding this licensee.

4.

STIPULATION AND WAIVER

I, Michelle S. Bouchet, have read and reviewed this Stipulated Final Order and its Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and complete agreement and stipulation between the Agency and me. I further understand that if I do not agree with this stipulation I have the right to request a Hearing on this matter and to be represented by legal counsel at such a Hearing. I also understand that any Hearing would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. By signing this Stipulated Final Order I freely and voluntarily waive my rights to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this matter.

I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and understand that the Order which follows hereafter, which I have also read and understand, may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I further understand that, in accordance with the provisions of

1 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
2 Journal.

3 In addition to all of the above, I agree that once the Commissioner executes this
4 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
5 waive the right to challenge the validity of service.

6 ORDER

7 IT IS HEREBY ORDERED that pursuant to ORS 696.990(1) to (9) and based upon the
8 violation set forth above, Bouchet pay a civil penalty in the sum of \$2,600.00, said penalty to
9 be paid to the General Fund of the State Treasury by paying the same to the Agency. The civil
10 penalty is computed in accordance with ORS 696.990(4) and (9) in that each 30-day period of
11 unlicensed activity is considered one violation. In this instance, there were six 30-day periods
12 of unlicensed activity.

13

14 IT IS SO STIPULATED:

IT IS SO ORDERED:

15

16 DocuSigned by:

17 *Michelle S Bouchet*

18 18EB52898ABD4EE...

MICHELLE S. BOUCHET

19

20 Date 6/7/2022 | 2:43 PM PDT

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DocuSigned by:

Steven Strode

E2C2D0097AD8471...

STEVEN STRODE

Real Estate Commissioner

Date 6/16/2022 | 8:15 AM PDT

Date of Service: 06/16/2022



REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)

JASON C. MOCK)

FINAL ORDER BY DEFAULT

PROCEDURAL HISTORY

1.

1.1 On May 27, 2021, the Real Estate Commissioner issued, a *Notice of Intent to Reprimand* the property manager license of Jason C. Mock (Mock). On June 1, 2021, the *Notice of Intent* was remailed due to a mailing processing error. On June 1, 2021, the Oregon Real Estate Agency (Agency) sent the *Notice of Intent* by certified mail to Mock’s last known address of record with the Agency (2656 SW Fairmount Blvd, Portland, OR 97239). The *Notice of Intent* was also mailed to Mock by regular first class mail to the above address in a handwritten envelope on June 1, 2021.

1.2 On June 8, 2021, the Agency received the certified return receipt from the June 1, 2021, mailing. The receipt showed a delivery date of June 4, 2021, however the signature was not legible.

1.3 On June 1, 2021, *The Notice of Intent* was also emailed to Mock’s email address of record. The email was not returned as undeliverable. And per DocuSign Certificate of Completion, the document was viewed by Mock at 9:24 AM on June 15, 2021.

1.4 On June 17, 2021, the Agency received a hearing request from Mock.

1.5 On January 4, 2022, the Agency referred the case to the Office of Administrative Hearings.

1.6 A pre-hearing conference was held on February 3, 2022, at 9AM and hearing dates were set for May 17 and May 18, 2022, at 9AM.

1.7 On February 15, 2022, the Agency issued an *Amended Notice of Intent to Revoke* Mock's property manager license. The *Amended Notice of Intent* was mailed certified to Mock's address of record, and also mailed regular first-class mail in a handwritten envelope. It was also emailed to Mock's address of record and to a second possible email for Mock.

1.8 On February 25, 2022, the Agency received the certified return receipt back from the *Amended Notice of Intent* mailing. The signature was not legible and the date of delivery was February 23, 2022.

1.9 On May 13, 2022, Mock left a voicemail for Assistant Attorney General Raul Ramirez's legal assistant. In Mock's voicemail, Mock stated he would not be appearing for the hearing.

2.

Based upon the foregoing, and upon the Agency's investigation reports, documents and files that, pursuant to section 7 of the *Amended Notice of Intent*, automatically become part of the evidentiary record of this disciplinary action upon default (for the purpose of proving a prima facie case (ORS 183.417(4)), the Real Estate Commissioner finds:

2.1 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real estate license, whether by operation of law, order of the Real Estate Commissioner or decision of a court of law, or the inactive status of the license, or voluntary surrender of the license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee; (3) Take action against a licensee, including assessment of a civil penalty against the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or revoking a license.

2.2 As noted in section 7 of the *Amended Notice of Intent to Revoke*, and section 2 above, the Agency's entire investigation file was designated as the record for purposes of presenting a prima facie case upon default, including submissions from Mock and all information in the administrative file relating to the mailing of notices and any responses received.

FINDINGS OF FACT

3.

3.1 At all times mentioned herein, Mock was licensed as a property manager working under the registered business name Residential Rentals West, Inc. (RRW).

3.2 In January 2020, the Agency received a complaint from Amit Garg (Garg) against Mock. The Agency opened an investigation.

3.3 In August 2020 the Agency received a complaint against Mock from Wei Fan Hsu (Hsu) and another investigation was opened.

3.4 In August 2021, the Agency received a complaint from Handoyo Dharmazi (Dharmazi) against Mock and opened another investigation.

3.5 In August 2021 the Agency received a complaint from Craig Saldanha (Saldanha) and opened another investigation.

Facts Related to Amit Garg's Complaint/Investigation:

3.6 Mock had managed Garg's two properties located at 3677 Lansbrook Terrace Portland, Oregon (Lansbrook) and 2898 173rd NW Terrace Portland, Oregon (173rd NW) for the last several years. Garg terminated his property management agreements with Mock in November 2019.

3.7 On March 9, 2020, Agency Compliance Coordinator Deanna Hewitt (Hewitt) and Financial Investigator/Auditor Lindsey Nunes (Nunes) drove to the main office for RRW located at 2656 SW Fairmount Blvd in Portland. There was no visible advertising sign anywhere on the outside of the residence containing the registered business name.

3.8 On February 28, 2020, during his interview, Garg stated Mock would not provide monthly owner statements.

3.9 On March 10, 2020, Nunes emailed Mock requesting records including but not limited to the following:

- Fully executed property management agreements for Lansbrook and 173rd NW
- Fully executed lease agreements for Lansbrook
- Owner ledger for the entire tenancy
- Fully executed lease agreements for 173rd NW

- Clients' trust account reconciliations for accounts ending in #3622 and #0578 for the months of October, November, December 2019 and January 2020
- Supporting information for the reconciliations; bank statements, owner/tenant ledgers, check registers, and reports for all aggregated deposits and withdrawals.
- Final accounting for property owner Garg for all properties

3.10 Mock provided the Agency with a blank, unsigned, undated owner property manager management agreement. Mock failed to provide the Agency with an executed property management agreement between RRW and Garg.

3.11 According to Mock, Garg's property management fee was 9%, however Mock wrote he gave discounts to multiple property owners. Records show sometimes the percentage for the management fee varied.

3.12 A review of the year-end accounting "Profit & Loss by Class" report for 173rd NW dated January – December 2019, shows Mock typically charged a 9% management fee from rents collected, yet he collected an 8% management fee for the month of March 2019, a 10% management fee for the month of April 2019, and then a 9% management fee for May 2019. A review of the same "Profit & Loss by Class" report for Lansbrook shows Mock charged 9% of rents collected.

3.13 The blank, unsigned, undated property management contract provided by Mock states his property management fee was 10%.

3.14 Rental lease agreement for tenants Larry and Wendy Nichols (Nichols) of 173rd NW was provided by Mock. The contract states the rental agreement with Mock began on March 9, 2019 and had a termination date of May 31, 2020. The rent was \$1,995.00 and noted a \$2,700.00 security deposit. Additionally, Mock provided a blank, unsigned addendum for 173rd NW dated March 1, 2019.

3.15 Tonya and Peter Cavin (Cavins) signed a 12 month residential lease to rent Lansbrook commencing on July 6, 2017, and ending on June 30, 2018. The rent was \$3,200.00 with a security deposit of \$3,700.00.

3.16 Tonya stated after the first year, Mock agreed to reduce their rent to \$3,000.00 and sent them a new lease with the new terms.

3.17 The lease agreement Mock provided to the Agency for Lansbrook contained the first year lease terms with the rent at \$3,200.00. Mock did not provide the most recent lease agreement for Lansbrook to the Agency.

3.18 During the investigation, Mock was requested and failed to provide tenant ledgers for tenants Nichols and Cavins, owner ledgers, monthly three-way reconciliations for his clients' trust account and security deposits account, and the supporting documentation for the monthly reconciliations as requested by email dated March 10, 2020 (specifically the record of receipts and disbursements). Mock stated in an email dated April 2, 2020, he did not have records to the standards requested.

3.19 When Mock was requested to provide his check register/record of receipts and disbursements, he provided a multiple page report titled, "Monthly Rents Collected." According to Mock this was the only record he used to keep track of receipts and disbursements for rents, repairs, and funds received on behalf of an owner. The report provided by Mock lacked the following required detail:

- For each receipt of funds: the purpose of the funds and identity of the person who tendered the funds, and the date the funds were deposited.
- For each disbursement of funds: the date the funds were disbursed, check number and payee of the disbursement; and purpose of the disbursement.
- Applicable identifying code and the account balance after each entry.

3.20 During the investigation, Mock admitted he failed to reconcile his clients' trust accounts and security deposits account monthly as required.

3.21 In an email dated November 8, 2019, Garg emailed Mock that he wished to transition to another property manager by the end of the year. Records show the final payment to Garg's bank account from Mock was dated March 11, 2020, in the amount of \$4,120.45 occurring approximately 71 days after termination of the property management agreement, December 31, 2019. Mock failed to transfer all funds due to Garg within 60 days as required.

3.22 October's bank statement for clients' trust account ending in #0578 shows transfers to RRW's operating account ending in #3619 in the following amounts:

- October 7, 2019 \$13,558.20
- October 11, 2019 \$16,000.00

- October 16, 2019 \$4,845.00

3.23 October's bank statement for security deposits account ending in #3622 showed the following transfers to RRW's operating account ending in #3619 in the following amounts:

- October 31, 2019 \$2,500
- October 31, 2019 \$3,100

3.24 The total amount transferred from both of Mock's clients' trust accounts to RRW's operating account in October 2019 totaled \$40,003.20. Mock was asked to provide a record of receipts and disbursements for the purpose of the October transfers and explain what the transfers were for.

3.25 According to Mock, the October 7, 2019, transfer of \$13,558.20 was for management fees, repairs and expenses. Mock provided copies of 7 checks he wrote to property owners totaling \$16,439.45 from RRW's operating account.

3.26 Mock failed to produce for the Agency any invoices or owner ledgers supporting the disbursements for the \$40,003.20 or the \$13,558.20.

3.27 November and December 2019 bank statements for the three accounts show multiple transfers from the clients' trust account ending in #0578 and security deposit account ending in #3622 to RRW's operating account ending in #3619.

3.28 According to Mock, the October 16, 2019, transfer of \$4,845.00 related to his personal rental properties, which had been deposited into Mock's clients' trust account ending in #0578.

Facts Related to Wei Fan Hsu's Complaint/Investigation:

3.29 On July 13, 2020, Hsu emailed Mock thanking him for taking care of his property located at 2319 168th Place, Beaverton Or, (2319 168th) and notified him that he was switching property management companies.

3.30 Hsu provided the Agency with a copy of his property management agreement with Mock. The property management agreement Hsu provided was not signed or dated by Mock. It was signed and dated by Hsu, with a date of March 7, 2016.

3.31 Property owner Hsu terminated the property management agreement in writing on July 13, 2020, and as of November 11, 2020, Mock had failed to provide a final accounting of the owner ledger.

3.32 Hsu's complaint stated when he received rental payments from Mock they came without any indication of what the payments were for. Hsu stated in the complaint he received a rental income deposit on February 24, 2020, for \$3,220.00 and on April 27, 2020, for \$4,830.00 with no explanation about the amounts or what they were for.

3.33 On November 24, 2020, Mock provided a two page final accounting for Hsu. From a review of the documentation, rent payments were received dated June 7, 2019 through August 10, 2020 in varying amounts of \$1,750-\$8,800, indicating 15 months of rental income was received in only 6 payments for a total of \$23,350.00.

3.34 Another page of the final accounting from Mock shows under the heading for "Tenant Deposit" 24 entries, each one for \$1,800.

3.35 It is unknown how Mock corresponds the 6 rental payments for 15 months of tenancy of June 2019 through August 2020 on one report compared to the 24 receipts of rental income on another.

Facts Related to Handoyo Dharmazi Complaint/Investigation:

3.36 Handoyo Dharmazi (Dharmazi) previously had his property managed by Mock.

3.37 Dated December 18, 2020, Dharmazi gave a 30-day's notice that he was terminating the property management agreement and requested all keys, rents, and deposits due. As of February 1, 2021, Dharmazi would assume responsibility to collect rents and perform other obligations under the property management agreement.

3.38 Dharmazi provided his copy of the property management agreement with RRW that he had received from Mock to the Agency. A review shows it was a blank template property management agreement without owner information, date of the agreement, address, legal property description, term of agreement or identifying code. Additionally, the agreement was not signed and dated by Mock or Dharmazi.

3.39 Dharmazi provided a copy of a tenant lease agreement he received from Mock. The effective date of the lease was August 1, 2018, and the property address was 463 NE Natalie St., Hillsboro (Natalie). The lease identified the tenants as Heather and Antonious Gray. The lease was not signed and dated by the tenant. Mock was identified by the Lessor on the signature line but there was no date next to the signature line. The lease agreement references Addendum A which was for property 389 NE Natalie St, Hillsboro (a different

property and was not owned by Dharmazi). Addendum A was not signed and dated by either Mock or the tenant.

3.40 As stated above, dated December 18, 2020, Dharmazi gave a 30-day's notice that he was terminating the property management agreement and requested all keys, rents, and deposits due. As of February 1, 2021, Dharmazi would assume responsibility to collect rents and perform other obligations under the property management agreement.

3.41 According to Dharmazi's property management agreement within 60 days after the date of termination of the agreement, any balance of funds owed to owner or tenant security deposits, final accounting, property, contracts, leases and all records should be delivered to the owner. It stated the property manager may withhold un-obligated funds not later than 60 days after the termination date, in order to pay bills previously occurred but not yet invoiced and to close accounts.

3.42 On March 5, 2021, Dharmazi emailed Mock asking when Mock would provide the January 2021 payment, safety deposit and paperwork for his rental property.

3.43 On March 17, 2021, Mock responded that their contract required this to be completed by the end of March. Mock wrote he had already sent Dharmazi the lease, as well as all contact info. Dharmazi responded that Mock had only provided the tenant name, email address, incorrect addendum relating to another owner, and an unsigned lease agreement without any tenant information (the lease did identify the tenants as Heather and Antonious Gray).

3.44 In an email dated March 17, 2021, Dharmazi requested a signed lease. Mock failed to provide a fully executed signed lease agreement to Dharmazi.

3.45 On March 30, 2021, Dharmazi emailed and reminded Mock the 60 day wait was almost over to return the deposit, January 2021 rent, keys and expense invoices. Mock replied he was currently working on it. In additional emails that same day, Mock wrote he found it interesting Dharmazi hadn't notified Mock that the tenant had made good on most of her unpaid rent. Mock alleged in his email, his records showed he was missing four months of rent in 2020. Mock noted discrepancies in the rent received from the tenant and he was missing four rental payments. Mock stated, "You were paid even though I did not receive that months payment."

3.46 After the Agency received Dharmazi's complaint, Mock was emailed by Agency staff and attempted to obtain his response on August 5, 2021, and August 20, 2021. On August 20, 2021, Mock sent several emails back to Agency staff in response, however he failed to address specifics from the complaint or provide any supporting documentation. Mock indicated he had already provided a response indicated he thought this matter had already been resolved.

3.47 On December 6, 2021, the Agency made a record request requiring Mock to provide the following records by December 14, 2021:

- Signed and dated property management agreement with Dharmazi
- Signed and dated residential lease with the Grays, including Addendum A
- Owner's ledger for the agreement with Dharmazi
- Tenants' ledger for agreement with the Grays
- Final accounting of the owner's ledger account for Dharmazi
- Accounting of all security deposits and fees held for the Grays
- Any documentation, including but not limited to emails with Dharmazi concerning the dispute.

3.48 On December 6, 2021, Agency Financial Investigator/Auditor Aaron Grimes (Grimes) spoke with Mock. Mock acknowledged receiving the record request from Grimes. Mock said he would not provide anything requested because he had already provided everything to the Agency. Mock stated his attorney would contact Grimes. As of December 14, 2021, this has not occurred.

3.49 Mock has not provided any of the December 6, 2021, requested records to the Agency.

3.50 On March 31, 2021, Mock and Dharmazi exchanged emails back and forth regarding the discrepancies of rents received and the amounts owed to Dharmazi. Mock provided Dharmazi an accounting titled, "What I have so far." There were no attachments to the email with supporting documentation or an amount as shown on the owner ledger provided by Mock.

The email noted the following amounts:

- Tenant paid January 2021, \$1,800

- Management fee (\$180)
- 3 Additional unpaid months of management fees (\$540)
- Tenant deposit \$1,800
- Overpaid 2020 to owner (\$1,620)
- Total owed to client \$1,260

3.51 Later that same day, Mock provided Dharmazi a screen shot of the transfer to Dharmazi's bank account for \$1,260.00.

3.52 According to Dharmazi, he had not received any breakdown of the expense from previous years and reminded Mock he still needed to provide detailed expenses that were deducted from the owner disbursements.

3.53 In an email dated March 17, 2021, Dharmazi requested a breakdown of expenses from 2020.

3.54 Per the terms of the Dharmazi's property management agreement the property manager was required to provide detailed monthly accounting by the 20th day of the following month of all receipts and disbursements made from the owner clients' trust account. According to Dharmazi, Mock failed to provide these monthly owner statements.

Facts Related to Craig Saldanha and Sasha Prabhu Complaint/Investigation:

3.55 After the Agency received the complaint from Craig Saldanha (Saldanha) and Sasha Prabhu (Prabhu) Agency staff emailed Mock and attempted to obtain his response on August 16, 2021. On August 20, 2021, Agency staff followed-up with Mock via email requesting a response in regards to the complaint from Saldanha. Mock responded to the email but failed to address the specifics of the complaint.

3.56 Saldanha and Prabhu were owners of 20798 SW Rosemount St, Beaverton, OR which had been previously managed by Mock.

3.57 A Property Management Termination Notice dated April 21, 2021, was signed by Saldanha stating he wished to terminate his property management agreement with RRW, effective May 28, 2021. Saldanha requested Mock collect the rent for May and for Mock to pay any outstanding expenses, deduct his commission and complete a final billing.

3.58 On August 16, 2021, Saldaha emailed the Agency that they had received their deposit that morning, approximately 80 days after the termination effective date of May 28, 2021.

3.59 On December 6, 2021, Agency Financial Investigator/Auditor Aaron Grimes (Grimes) made a record request requiring Mock to provide the following records by December 14, 2021:

- The final accounting of the owner's ledger account for Saldanha and Prabhu and
- Any documentation, including but not limited to emails with Saldanha or Prabhu concerning the dispute.

3.60 On December 6, 2021, Grimes spoke with Mock. Mock acknowledged receiving the record request from Grimes. Mock said he would not provide anything requested because he had already provided everything to the Agency. Mock stated his attorney would contact Grimes. As of December 14, 2021, this has not occurred.

3.61 Mock has not provided any of the December 6, 2021, requested records to the Agency.

Facts Related to both Handoyo Dharmazi and Craig Saldanha and Sasha Prabhu's Complaint/Investigation:

3.62 During the investigation, the Agency attempted to obtain records from Mock relating to his management of Dharmazi's and Saldaha and Prabhu's property by letter dated December 2, 2021, sent to Mock's email address of record. This email message could not be delivered and a current email address had to be found for Mock.

3.63 All of the above demonstrates incompetence or untrustworthiness in performing any act for which Mock is required to hold a license.

STATEMENT OF LAW APPLICABLE TO FINDINGS OF FACT

4.

4.1 ORS 696.301(3) states a real estate licensee's real estate license may be disciplined if they have: ORS 696.301(3) which states a real estate licensee's real estate license may be disciplined if they have: (3) disregarded or violated any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency.

4.2 ORS 696.301(12) states a licensee's real estate license can be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the licensee is required to hold a license.

4.3 ORS 696.301(3) as it incorporates:

- a. ORS 696.200(1)(c) (2019 Edition) which states: (1) A licensed real estate property manager or principal real estate broker shall: (c) designate the main office by a sign that contains the name under which the real estate licensee conducts professional real estate activity as provided in ORS 696.026.
- b. ORS 696.280(3) (2021 Edition) states records maintained under this section must at all times be open for inspection by the Real Estate Commissioner or the commissioner's authorized representatives.
- c. ORS 696.890(3) (2019 Edition) which states, a real estate property manager may engage in the management of rental real estate for an owner of rental real estate only pursuant to a property management agreement.
- d. ORS 696.890(4)(a)(c)(e) (2019 Edition) which states: A property manager owes the property owner the following affirmative duties: (a) To deal honestly and in good faith (c) To exercise reasonable care and diligence (e) To act in a fiduciary manner in all matters relating to trust funds.
- e. OAR 863-014-0062(1) (1-1-21 Edition) which states each active, inactive and expired real estate licensee must maintain on file with the Agency a current mailing address and email address and notify the Agency within 10 calendar days of a change to a mailing or email address.
- f. OAR 863-025-0020(2)(l)(m) (5-15-14 Edition) which requires: (2) a property management agreement must include, but is not limited to: (l) signatures of the

property manager, or a person authorized in section (6) of this rule, and the owner; and (m) the date of the agreement.

- g. OAR 863-025-0020(1)(2)(l)(m) (1-1-2018 Edition) which requires: (1) a property manager must not engage in the management of rental real estate without a written, unexpired property management agreement between the owner and the property manager. (2) a property management agreement must include, but is not limited to: (l) signatures of the property manager, or a person authorized in section (6) of this rule, and the owner; and (m) the date of the agreement.
- h. OAR 863-025-0020(1)(2)(a)(d)(e)(k)(l)(m)(7) (1-1-2018 Edition) which states (1) a property manager must not engage in the management of rental real estate without a written unexpired property management agreement between the owner and property manager. (2) A property management agreement must include, but is not limited to: (a) the address or legal description of the owner's rental real estate; (d) the term of the agreement and the method for termination; (d) the term of the agreement and the method for termination; (k) an identifying code; (l) signatures of the property manager, or a persona authorized in section (6) of this rule, and the owner; (m) the date of the agreement. (7) The property manager must promptly deliver a legible copy of the fully executed property management agreement, and any addenda or amendments, to the owner.
- i. OAR 863-025-0025(9) (1-1-2019 Edition) states: A property manager may not allow an owner to be an authorized signer on a clients' trust account or security deposit account and may not allow an owner to deposit, hold, or disburse funds in a clients' trust account or security deposit account.
- j. OAR 863-025-0027(3) (1-1-2020 Edition) states (3) a property manager must not disburse funds from a clients' trust account or security deposits account unless there are sufficient funds, as defined in OAR 863-025-0010, in the ledger account against

- which the disbursement is made. OAR 863-025-0010(21) defines “sufficient funds” as an amount of funds on an owner’s ledger or a tenant’s ledger that is equal to or great than the amount of a planned disbursement from a clients’ trust account or a security deposits account but which must not include any security deposits in a security deposits trust account that are required to be held pending the termination of a rental agreement. Only funds belonging to the owner or tenant on whose behalf the disbursement is planned may be considered in determining if there are sufficient funds or a sufficient credit balance.
- k. OAR 863-025-0027(8) (1-1-2021 Edition) states upon request by the Commissioner or an authorized representative of the Commissioner, a property manager must demonstrate that a sufficient credit balance, as defined in OAR 863-025-0010, existed in a ledger account at the time of the disbursement is made from a clients’ trust account or security deposits account by producing financial records showing that such disbursement did not involve the use of any other owner’s or tenant’s trust funds.
 - l. OAR 863-025-0028(2)(a)(A)(B)(C)(b)(c)(d)(A)(B)(e) and OAR 863-025-0028(3)(a)(A)(B)(C)(b)(c)(d)(A)(B)(e) (1-1-18, 1-1-19, and 1-1-20 Editions) which requires a property manager to reconcile each clients’ trust account and security deposits account within 30 calendar days of the bank statement and the reconciliation must contain the three required components.
 - m. OAR 863-025-0035(1)(a) (5-15-14, 11-15-16, 1-1-2018, 1-1-2019 and 1-1-2020 Editions) which states (1) the property manager's records of the management of rental real estate are “complete and adequate” as required under ORS 696.280, if the records contain, at least, the following: (a) a legible copy of each executed property management agreement and any executed addenda or amendments to that agreement.

- n. OAR 863-025-0035(1)(b)(c)(d)(e)(f)(j)(l) (1-1-18, 1-1-19, 1-1-20 Editions) which states: (1) the property manager's records of the management of rental real estate are "complete and adequate" as required under ORS 696.280 if the records contain, at least, the following: (b) Clients' trust account and security deposit account records required by OAR 863-025-0000 to 863-025-0080 and ORS Chapter 696; (c) An owner's ledger for each property management agreement; (d) A record of receipts and disbursements or check register maintained for each clients' trust account or security deposits account; (e) A legible copy of each tenant agreement; (f) A tenant's ledger for each tenant; and (j) Records of the reconciliation of each clients' trust account and security deposits account, including the reconciliation document and (l) record of deposits for clients' trust account and tenant security deposit accounts.

- o. OAR 863-025-0035(2)(a)(b)(c) (1-1-21 Edition) states: (2) a property manager must produce records required under section (1) of this rule for inspection by the Agency as follows: (a) when the Agency makes a request for production of property management records, the property manager must provide such records within no less than five banking days; and (b) If the Agency has reasonable grounds to believe that funds of an owner or tenant are missing or misappropriated or that the property manager is engaging in fraudulent activity, any records demanded or requested by the Agency must be produce immediately; and (c) failure to produce such records within the timelines stated in subsection (a) or (b) of this section is a violation of ORS 696.301.

- p. OAR 863-025-0035(2)(a)(c) (1-1-21 Edition) states: (2) a property manager must produce records required under section (1) of this rule for inspection by the Agency as follows: (a) when the Agency makes a request for production of property management records, the property manager must provide such records within no less than five banking days; and (c) failure to produce such records within the timelines stated in subsection (a) or (b) of this section is a violation of ORS 696.301.

- q. OAR 863-025-0035(3)(b) (1-1-19 and 1-1-2020 Editions) which states (3) if a property manager uses a computerized system for creating, maintaining and producing required records and reports: (b) posting of owner ledgers, record of receipts and disbursements, tenant ledgers and manipulation of information and documents must be maintained in a format that readily enable tracking and reconciliation.

- r. OAR 863-025-0040(1)(2)(a)(C)(D)(b)(A)(C)(D)(c)(e)(5) (1-1-18, 1-1-19, and 1-1-20 Editions) which states: (1) Except as provided in section (4) of this rule, a property manager must prepare and maintain a chronological record of receipts and disbursements or a check register for each client's trust account and each security deposits account in which the manager must record each receipt of funds and each disbursement of funds. (2) A record of receipts and disbursements or a check register must contain at least the following information: (a) For each receipt of funds: (C) The purpose of the funds and identity of the person who tendered the funds; and (D) The date the funds were deposited; (b) For each disbursement of funds: (A) The date the funds were disbursed; (C) The check number and payee of the disbursement; and (D) The purpose of the disbursement;(c) If there is more than one property in a clients' trust account, each entry for a receipt, deposit or disbursement must be identified with the applicable identifying code; and (e) The account balance after each entry.

- s. OAR 863-025-0045(1)(d) and (e) (1-1-18 Edition) which states: (1) Residential property. The property manager must file and maintain legible copies of all tenant rental or lease agreements for the time period required under OAR 863-025-0035. Each tenant rental or lease agreement prepared by a property manager for residential real estate must contain, in addition to and not in lieu of any applicable requirements of the Residential Landlord and Tenant Act, the following: (d) signatures of the property manager, or person authorized under OAR 863-025-0015 and the tenant; and (e) the date of the agreement.

- t. OAR 863-025-0045(1)(d) (1-1-2019 Edition) which states, (1) Residential Property. The property manager must file and maintain legible copies of all tenant rental or lease agreements for the time period required under OAR 863-025-0035. Each tenant rental or lease agreement prepared by a property manager for residential real estate must contain, in addition to and not in lieu of any applicable requirements of the Residential Landlord and Tenant Act, the following: (d) Signatures of the property manager, or person authorized under OAR 863-025-0015, and the tenant.
- u. OAR 863-025-0050(1) (1-1-18 and 1-1-19 Editions) which states, except as provided in section (3) of this rule, a property manager must prepare and maintain at least one tenant's ledger for each tenant or individual from whom the property manager has received any funds under a property management agreement, whether or not the tenant has executed a written rental or lease agreement at the time of the payment of funds to the property manager.
- v. OAR 863-025-0055(4) (1-1-18 1-1-19, and 1-1-20 Editions) which states (4) a property manager must report in writing to each owner any change in the owner's ledger. A monthly report, showing all receipts and disbursements for the account of the owner during the prior monthly period, is sufficient under this section. A copy of each such report must be preserved and filed in the property manager's records. If an annual report contains information not required to be provided by the property manager under these rules, the property manager must set forth such information separately.
- w. OAR 863-025-0065(6) (1-1-2019 Edition) states, a property manager may not deposit any funds received on behalf of an owner in the property manager's personal account or commingle any such funds received with personal funds of the property manager.

- x. OAR 863-025-0068(2) (1-1-21 Edition) states upon written request from a property owner, a property manager must deliver to the owner copies of the current rental or lease agreement, including all addenda and modifications, within five business days of the date of actually receiving the request for information, unless the owner and the manager agree to a different time period.

- y. OAR 863-025-0070(2)(a) (1-1-2020 and 1-1-2021 Editions) which states: (2) not later than 60 days after the effective date of the termination, the property manager must: (a) disburse all obligated funds to the party or parties entitled to the funds.

- z. OAR 863-025-0070(2)(b)(A) (1-1-20 Edition) which states: (2) not later than 60 days after the effective date of the termination, the property manager must: (b) provide the owner with the following: (A) a final accounting of the owner's ledger account.

- aa. OAR 863-025-0070(2)(a)(b)(A)(B)(E) (1-1-21 Edition) which states (2) Not later than 60 days after the effective date of the termination, the property manager must: (a) disburse all obligated funds to the party or parties entitled to the funds; and (b) provide the owner with the following: (A) a final accounting of the owner's ledger account; (B) all funds belonging to the owner as shown on the owner's ledger, unless the owner directs the property manager, in writing, to transfer the funds to another property manager, escrow agent or person; (E) copies of all current tenant rental or lease agreements, unless the owner waives such requirement in writing or directs the property manager, in writing, to provide such documents to another property manager, escrow agent or person.

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ULTIMATE FINDINGS OF FACT

5.

5.1 Mock failed have a sign displaying advertising for Residential Rentals West Inc. (RRW) at the main office located at 2656 SW Fairmount Blvd in Portland Oregon 97239.

5.2 Mock failed to provide monthly owner statements to Garg.

5.3 Mock failed to sign and date a property management agreement between RRW and property owner Garg.

5.4 Mock failed to have a fully executed property management agreement, with property owner Garg. Mock's records are not "complete and adequate."

5.5 Mock collected management fees ranging from 8%-10% compensation for management of rental real estate for property owner Garg, but Mock failed to have a written, unexpired property management agreement describing duties and responsibilities and compensation.

5.6 Mock failed to sign the addendum to the rental agreement for 173rd NW, for tenants the Nichols.

5.7 Mock failed to maintain tenant ledgers for tenants Nichols and Cavins.

5.8 Mock failed to maintain a record of receipts and disbursements with all the required detail.

5.9 Mock failed to monthly reconcile his clients' trust account and security deposits account Mock.

5.10 Mock failed to maintain "complete and adequate" records for tenant and owner ledgers, a current tenant agreement for the Cavins, monthly owner reports for Garg, records of receipts and disbursements, and clients' trust account and security deposit account records, and monthly reconciliations. Mock stated to a representative of the commissioner he had not kept records to license law requirements.

5.11 Mock failed to transfer funds owed to property owner Garg until approximately 71 days after the termination of the property management agreement.

5.12 Mock transferred funds from clients trust account ending in #0578 and security deposits account ending in #3622 to RRW's operating account ending in #3619 without being able to provide any supporting documentation for the disbursements.

5.13 Mock received rents from property he owned and deposited them in his clients' trust account ending in #0578.

5.14 Mock failed to sign and date the property management agreement for property owner Hsu.

5.15 Mock failed to sign and date and deliver to property owner Hsu a copy of the executed property management agreement.

5.16 Mock failed to provide property owner Hsu with a final owner ledger's accounting within 60 days from the effective date of termination.

5.17 Mock failed to provide monthly owner statements to property owner Hsu.

5.18 Records received for property owner Hsu final accounting of the owner ledger and receipts and disbursements were not maintained in a format that enabled tracking and reconciling.

5.19 Dharmazi's copy of the property management agreement, which had been provided to him by Mock, was missing the following required elements: address, legal property description, term of agreement or identifying code. Additionally, the agreement was not signed and dated by Mock or Dharmazi .

5.20 Mock failed to date the lease agreement and failing to have the tenant sign the lease agreement.

5.21 Mock sent Dharmazi an unsigned tenant lease agreement and an addendum relating to another property owner.

5.22 Mock failed to provide a copy of the signed lease to Dharmazi.

5.23 Mock continued to make owner disbursements even when rent was not actually received.

5.24 Mock failed to provide the requested records to the Agency as required.

5.25 Mock failed to disburse funds owed to the owner and provide a final accounting and failure to provide copies of all current rental or lease agreements within the required timeframe.

5.26 Mock failed to provide monthly owner statements to Dharmazi.

5.27 Mock failed to provide the owner with all obligated funds within the required timeframe.

5.28 Mock failed provide the requested records to the Agency as required.

5.29 Mock failed to keep a current email address on file with the Agency.

5.30 In all of the above, Mock demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

5.31 In summary, the facts above establish grounds to revoke Mock's property manager license.

CONCLUSIONS OF LAW

6.

6.1 Pursuant to ORS 183.417(4) and OAR 137-003-0670 Mock is in default.

6.2 The material facts establish a violation of a ground for discipline, by preponderance of the evidence, under ORS 696.301 as set forth in the *Amended Notice of Intent to Revoke*. ORS 696.396(1),(2)(c)(B).

6.3 Based on these violations, the Agency may revoke Mock's property manager license.

6.4 Specifically, Mock is subject to discipline pursuant to ORS 696.301(3) and (12) for: (3) disregarding or violating any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency; and (12) demonstrating incompetence or untrustworthiness in performing any act for which the licensee is required to hold a license.

6.5 A revocation of Mock's property manager license is appropriate for violations of ORS 696.301(3) and (12).

6.6 A revocation of Mock's property manager license is appropriate under ORS 696.396(2)(c)(B). According to ORS 696.396(2)(c)(B) the Agency may revoke a real estate license if the material facts establish a violation of a ground of discipline under ORS 696.301 that (B) exhibits incompetence in the performance of professional real estate activity.

6.7 Based on the evidence in the record, the preponderance of the evidence supports the revocation of Mock's property manager license.

6.8 The Agency may therefore, revoke Mock's property manager license.

6.9 The specific violations are repeated here below:

- (1) By failing to have a sign displaying advertising for Residential Rentals West Inc. (RRW) at the main office located at 2656 SW Fairmount Blvd in Portland Oregon 97239, Mock violated ORS 696.301(3) as it incorporates ORS 696.200(1)(c) (2019 Edition).
- (2) Mock failed to provide monthly owner statements to Garg, in violation of ORS 696.301(3) as it incorporates OAR 863-025-0055(4) (1-1-18 and 1-1-19 Editions).
- (3) Mock failed to sign and date a property management agreement between RRW and property owner Garg in violation of ORS 696.301(3) as it incorporates OAR 863-025-0020(1)(2)(l)(m) (1-1-2018 Edition).
- (4) By failing to have a fully executed property management agreement, with property owner Garg, Mock's records are not "complete and adequate" in violation of ORS 696.301(3) as it incorporates OAR 863-025-0035(1)(a) (1-1-2018, 1-1-2019 and 1-1-2020 Editions).
- (5) Records show Mock collected management fees ranging from 8%-10%, compensation for management of rental real estate for property owner Garg, but Mock failed to have a written, unexpired property management agreement describing duties and responsibilities and compensation, a violation of ORS 696.301(3) as it incorporates ORS 696.890(3) (2019 Edition).
- (6) By failing to sign the addendum to the rental agreement for 173rd NW, for tenants the Nichols, Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0045(1)(d) (1-1-2019 Edition).
- (7) By failing to maintain tenant ledgers for tenants Nichols and Cavins, Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0050(1) (1-1-18 and 1-1-19 Editions).
- (8) By failing to maintain a record of receipts and disbursements with all the required detail Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0040(1)(2)(a)(C)(D)(b)(A)(C)(D)(c)(e)(5) (1-1-18, 1-1-19, and 1-1-20 Editions).
- (9) By failing to monthly reconcile his clients' trust account and security deposits account Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0028(2)(a)(A)(B)(C)(b)(c)(d)(A)(B)(e) and OAR 863-025-0028(3)(a)(A)(B)(C)(b)(c)(d)(A)(B)(e) (1-1-18, 1-1-19, and 1-1-20 Editions).
- (10) Mock failed to maintain "complete and adequate" records for tenant and owner ledgers, a current tenant agreement for the Cavins, monthly owner reports for Garg, records of receipts and disbursements, and clients' trust account and security deposit account records, and

monthly reconciliations, where Mock stated to a representative of the commissioner he had not kept records to license law requirements, in violation of ORS 696.301(3) as it incorporates OAR 863-025-0035(1)(b)(c)(d)(e)(f)(j)(l) (1-1-18, 1-1-19, 1-1-20 Editions).

(11) By failing to transfer funds owed to property owner Garg until approximately 71 days after the termination of the property management agreement Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0070(2)(a) (1-1-2020 Edition).

(12) By transferring funds from clients trust account ending in #0578 and security deposits account ending in #3622 to RRW's operating account ending in #3619 without being able to provide any supporting documentation for the disbursements, Mock violated ORS 696.301(3) as it incorporates ORS 696.890(4)(a)(c)(e) (2019 Edition).

(13) By receiving rents from property he owned and depositing them in his clients' trust account ending in #0578, Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0025(9) and OAR 863-025-0065(6) (1-1-2019 Edition).

(14) By failing to sign and date the property management agreement for property owner Hsu, Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0020(2)(l)(m) (5-15-14 Edition).

(15) By failing to sign, date, and deliver to property owner Hsu a copy of the executed property management agreement Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0035(1)(a) (5-15-14, 11-15-16, 1-1-18, 1-1-19, 1-1-20 Editions).

(16) By failing to provide property owner Hsu with a final accounting of the owner ledger within 60 days from the effective date of termination Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0070(2)(b)(A) (1-1-20 Edition).

(17) Mock failed to provide monthly owner statements to property owner Hsu in violation of ORS 696.301(3) as it incorporates OAR 863-025-0055(4) (1-1-18, 1-1-19, and 1-1-20 Editions).

(18) Records received for property owner Hsu's final accounting of the owner ledger and receipts and disbursements journal were not maintained in a format that enabled tracking and reconciling, a violation of ORS 696.301(3) as it incorporates OAR 863-025-0035(3)(b) (1-1-19 and 1-1-2020 Editions).

(19) Dharmazi's copy of the property management agreement, which had been provided to him by Mock, was missing the following required elements: address, legal property description, term of agreement or identifying code. Additionally, the agreement was not signed and dated by Mock or Dharmazi . Mock violated ORS 696.301(3) in violation of OAR 863-025-0020(1)(2)(a)(d)(e)(k)(l)(m)(7) (1-1-2018 Edition).

(20) By failing to date the lease agreement and failing to have the tenant sign the lease agreement Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0045(1)(d) and (e) (1-1-18 Edition).

(21) By sending Dharmazi an unsigned tenant lease agreement and an addendum relating to another property owner Mock violated ORS 696.301(12) (2019 and 2021 Editions).

(22) By failing to provide a copy of the signed lease to Dharmazi Mock violated ORS 696.301(12) (2021 Edition) and ORS 696.301(3) as it incorporates OAR 863-025-0068(2) (1-1-21 Edition).

(23) By continuing to make owner disbursements even when rent was not actually received Mock violated ORS 696.301(12) (2019 Edition) and ORS 696.301(3) as it incorporates OAR 863-025-0027(3) (1/1/2020 Edition).

(24) By failing to provide the requested records to the Agency as required, Mock violated ORS 696.280(3) (2021 Edition), ORS 696.301(3) as it incorporates OAR 863-025-0035(2)(a)(b)(c) (1-1-21 Edition) and OAR 863-025-0027(8) (1-1-2021 Edition).

(25) By failing to disburse funds owed to the owner and provide a final accounting and failure to provide copies of all current rental or lease agreements within the required timeframe Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0070(2)(a)(b)(A)(B)(E) (1-1-21 Edition).

(26) By failing to provide monthly owner statements to Dharmazi, Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0055(4) (1-1-18, 1-1-19, 1-1-20 Editions).

(27) By failing to provide the owner with all obligated funds within the required timeframe Mock violated ORS 696.301(3) as it incorporates OAR 863-025-0070(2)(a) (1-1-21 Edition).

(28) By failing to provide the requested records to the Agency as required, Mock violated ORS 696.301(12) (2021 Edition), ORS 696.301(3) as it incorporates ORS 696.280(3) (2021 Edition) and OAR 863-025-0035(2)(a)(c) (1-1-21 Edition).

(29) By failing to keep a current email address on file with the Agency Mock violated ORS 696.301(3) as it incorporates OAR 863-014-0062(1) (1-1-21 Edition).

(30) Each of the above demonstrates incompetence or untrustworthiness in violation of ORS 696.301(12) (2013, 2015, 2017, 2019 and 2021 Editions). Revocation of Mock's property manager license is license is appropriate under ORS 696.396(2)(c)(B).

ORDER

IT IS HEREBY ORDERED that Mock's property manager license is revoked.

Dated this 1st day of June, 2022.

OREGON REAL ESTATE AGENCY

DocuSigned by:
Steven Strode
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Steven Strode
Real Estate Commissioner

NOTICE OF RIGHT TO APPEAL: You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review within 60 days from the date of service of this order. Judicial review is to the Oregon Court of Appeals, pursuant to the provisions of ORS 183.482.

Certificate of Mailing

On June 1, 2022, I mailed and emailed the foregoing Final Order by Default issued on this date in OAH Case No. 2022-ABC-05109 and Agency Cases# 2020-19, 2020-253, 2021-516, and 2021-525.

By: First Class Mail

JASON C MOCK
2656 SW FAIRMOUNT BLVD
PORTLAND, OR 97239-0000

By Email:

JASON C MOCK
JasonCMock@yahoo.com
mock9426@comcast.net

Office of Administrative Hearings
ALJ Dove Gutman
dove.l.gutman@employ.oregon.gov

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Handoyo Dharmazi
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Craig Saldanha
craig.saldanha@gmail.com

Rick Marsland
Licensing Specialist

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
TONI LYNNE O'HARA) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Toni Lynne O'Hara (O'Hara) do hereby agree and stipulate to the following:

FINDINGS OF FACT, STATEMENTS OF LAW
AND
CONCLUSIONS OF LAW

1.

In establishing the violations set forth herein, the Agency may rely on one or more of the definitions contained in ORS 696.010.

First Findings of Fact:

1.1 At all times mentioned herein, O'Hara was licensed as a property manager working under the registered business name Viking Property Management.

1.2 Viking Property Management was selected to participate in a clients' trust account review for clients' trust account ending in #2982 for the month of February 2021. Due to O'Hara's failure to provide a balanced reconciliation during the review process an investigation was opened.

1.3 O'Hara provided reconciliation documents for January 2022 for clients' trust account ending in #2982 and security deposits account ending in #3006.

1.4 January 2022 reconciliation document for clients' trust account ending in #2982 showed the following:

- Part I: \$67,286.45
- Part II: \$67,764.65

- 1 • Part III: \$67,764.65
- 2 • Part IV Comments: “Need to put \$472.20 into bank to match total”

3 1.5 The reconciliation document and supporting documentation indicates there was
4 \$472.20 less in the bank account than what the check register and ledgers indicate.

5 1.6 January 2022 reconciliation document for security deposits account ending in
6 #3006 showed the following:

- 7 • Part I: \$129,981.75
- 8 • Part II: \$129,854.93
- 9 • Part III: \$129,823.05
- 10 • Part IV: (Amount of difference in total of parts I, II, and III) -\$158.70

11 1.7 The reconciliation document and supporting documentation indicates there is
12 between \$126.82 and \$158.70 more in the bank account than the check register and ledgers
13 indicate.

14 1.8 O’Hara provided her February 2022 reconciliations for both clients’ trust account
15 ending in #2982 and security deposits account ending in #3006. A review of the documents
16 for both accounts indicates the difference had not been reconciled.

17 1.9 For clients’ trust account ending in #2982, the reconciliation document showed
18 there was \$487.70 less in the account than the check register and owner ledgers indicate,
19 which is an increase of the difference of \$5.50 between the January and February 2022
20 reconciliations.

21 1.10 For security deposits account ending in #3006, the reconciliation document
22 showed there was between \$161.70 and/or \$129.82 more in the account than the check
23 register and security deposit ledgers indicate, which is an increase of the overall difference of
24 approximately \$3.00 between the January and February 2022 reconciliations.

25 **First Statement of Law:** ORS 696.301(3) authorizes the Commissioner to reprimand a
26 licensee’s real estate license who has disregarded or violated any provision of ORS 659A.421,
27 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the
28 Real Estate Agency. Implementation of ORS 696.301(3) is made through OAR 863-025-
29 0028(2)(b),(3)(b) and (4) (1-1-21 Edition). OAR 863-025-0028(2)(b)(3)(b) and (4) (1-1-21
30 Edition) states: (2) A property manager must reconcile each clients’ trust account within 30

1 calendar days of the date of the bank statement pursuant to the requirements contained in this
2 section. (b) The balances of each component in section (2)(a) of this rule must be equal to and
3 reconciled with each other. If any adjustment is needed, the adjustment must be clearly
4 identified and explained on the reconciliation document. (3) A property manager must reconcile
5 each security deposits account within 30 calendar days of the bank statement date pursuant to
6 the requirements contained in this section. (b) The balances of each component in section
7 (3)(a) of this rule must be equal to and reconciled with each other. If any adjustment is
8 needed, the adjustment must be clearly identified and explained on the reconciliation
9 document. (4) A property manager must take corrective action to resolve all adjustments made
10 in a reconciliation prior to the next reconciliation or document the good faith efforts the property
11 manager has taken to resolve the adjustment.

12 **First Conclusion of Law:** By failing to properly reconcile the clients' trust account and
13 security deposits account and failing to make adjustments and take correction action, O'Hara
14 violated ORS 696.301(3) and its implementing rule OAR 863-025-0028(2)(b),(3)(b) and (4) (1-
15 1-21 Edition).

16 **Second Findings of Fact:**

17 1.11 Failing to resolve the differences and reconcile the clients' trust accounts
18 demonstrates incompetence or untrustworthiness in performing acts for which O'Hara is
19 required to hold a license.

20 **Second Statement of Law:** ORS 696.301(12) authorizes the Commissioner to
21 reprimand a licensee's real estate license who has demonstrated incompetence or
22 untrustworthiness in performing any act for which the real estate licensee is required to hold a
23 license.

24 **Second Conclusion of Law:** The above acts violate ORS 696.301(12) (2021 Edition).

25 **Third Conclusion of Law:** The forgoing violations are grounds for discipline pursuant
26 to ORS 696.301(3) and (12). Based on these violations a reprimand is appropriate for
27 violations of ORS 696.301(3) and (12). As previously noted, the Agency has set forth the
28 grounds of discipline as ORS 696.301(3) and (12).

29 1.12 In August 2018, O'Hara was issued a civil penalty for continuing to engage in
30 professional real estate activity after her license expired and later lapsed.

1 1.13 In August 2020, O’Hara’s property manager license was reprimanded. The
2 violations noted in the stipulated final order included failing to properly reconcile her clients’
3 trust accounts.

4 2.

5 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real
6 estate license, whether by operation of law, order of the Real Estate Commissioner or decision
7 of a court of law, or the inactive status of the license, or voluntary surrender of the license by
8 the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with
9 an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee;
10 (3) Take action against a licensee, including assessment of a civil penalty against the licensee
11 for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or
12 revoking a license.

13 3.

14 The Agency reserves the right to investigate and pursue additional complaints that may
15 be received in the future regarding this licensee.

16 4.

17 STIPULATION AND WAIVER

18 I, Toni Lynne O’Hara, have read and reviewed this Stipulated Final Order and its
19 Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings
20 of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full
21 and complete agreement and stipulation between the Agency and me. I further understand
22 that if I do not agree with this stipulation I have the right to request a Hearing on this matter
23 and to be represented by legal counsel at such a Hearing. I also understand that any Hearing
24 would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in
25 accordance with the Rules of Practice and Procedure adopted by the Attorney General of the
26 State of Oregon. By signing this Stipulated Final Order I freely and voluntarily waive my rights
27 to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
28 matter.

29 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
30 understand that the Order which follows hereafter, which I have also read and understand,

1 may be completed and signed by the Real Estate Commissioner or may be rejected by the
2 Real Estate Commissioner. I further understand that, in accordance with the provisions of
3 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
4 Journal.

5 In addition to all of the above, I agree that once the Commissioner executes this
6 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
7 waive the right to challenge the validity of service.

8 ORDER

9 IT IS HEREBY ORDERED that Toni Lynne O'Hara's property manager license be, and
10 hereby is reprimanded.

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IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:
Toni Lynne O'Hara
D573421E47674CB...

DocuSigned by:
Steven Strode
E2C2D0097AD8471...



TONI LYNNE O'HARA

STEVEN STRODE

Real Estate Commissioner

Date 6/25/2022 | 7:00 PM PDT

Date 6/27/2022 | 8:16 AM PDT

Date of Service: 06/27/2022

**REAL ESTATE BOARD
REGULATION DIVISION REPORT
August 1, 2022**

Regulation Division Manager: Elli Kataura

Compliance Specialist 3s (Compliance Coordinator): Meghan Lewis, Hani Ghamrawi

Financial Investigators (Investigator-Auditor): Jeremy Brooks, Aaron Grimes, Frank Leonard, Cidia Nañez,
Lindsey Nunes, John Moore

Compliance Specialist 2: Carolyn Kalb

Division Overview

The Agency receives complaints and determines if an investigation is appropriate. Open cases are assigned to investigators to gather facts (from interviews and documents), prepare a detailed written report and submit for Administrative Review. The Compliance Coordinators conducting the Administrative Review work evaluate whether the evidence supports a violation of Agency statutes or administrative rules. When a case finds sufficient cause to sanction a license, the case is elevated to the Commissioner for review. When the Commissioner supports a sanction, the Compliance Coordinators conduct a settlement conference to resolve cases without a contested case hearing. If the respondent requests a hearing, the Investigator works with the Assistant Attorney General in preparing for and presenting the case at hearing.

Personnel

Rob Pierce retired and our new Compliance Coordinator Hani Ghamrawi started on 6/13/2022.

Workload and Activity Indicators

Average # in this status at the time	2018	2019	2020	2021	Current 7/6/22
Complaint	25	12	14	31	12
Investigation***	33	48	99	46	21
(# of Investigators)	7*	6-7**	7	7	6
Admin Review	19	57	4	14	8
Settlement Process	49	47	12	9	3

* One investigator on medical leave.

** One investigator on medical leave, then retired. Late 2019 vacancy was filled.

***Pending queue retired in 2020. All cases are directly assigned to an investigator rather than being held in a pending status.

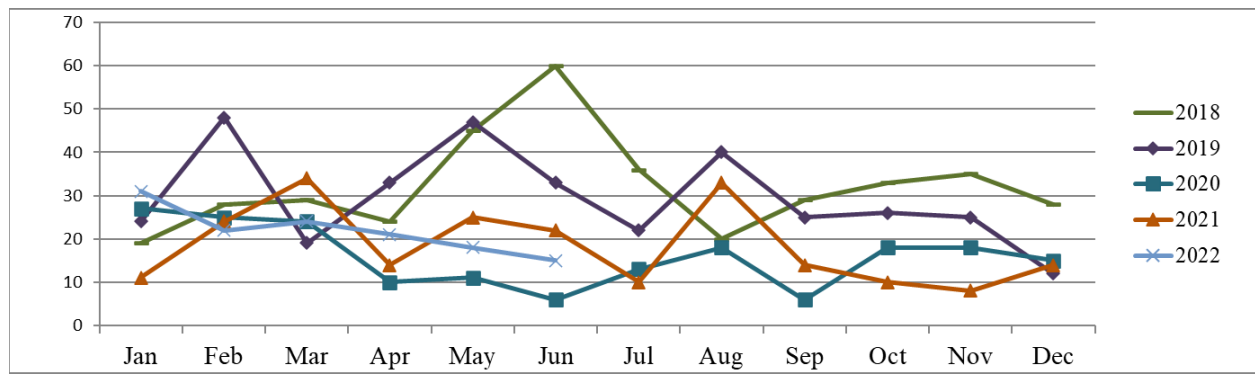
**Report to the Real Estate Board
Land Development Division
August 1st, 2022**

Division Manager: Michael Hanifin

Section Overview:

The Land Development Division reviews and approves filings related to condominiums, timeshares, subdivisions, manufactured home subdivisions, and membership campgrounds. The section reviews and approves the foundational documents creating these types of properties, as well as later amendments to those documents, to verify compliance with statutory requirements. We also issue the Disclosure Statement (sometimes referred to as a Public Report) required for sales of these interests to Oregonians. The Disclosure Statement summarizes key information about the condominium for the consumer, somewhat like the owner's manual for a car.

Workload and Activity Indicators



Thru end of June the division has received 131 filings. This is exactly the same amount of filings we received thru end of June in 2021. This filing volume is also on par with what we received in 2017.

Other Activity: Archive Deaccession

As reported at the last meeting, the agency has gone forward with deaccession of files stored at State Archives. Those records are now stored at the agency office. The temporary employee we hired is in the process of scanning those records into digital storage. To date, the agency has eliminated roughly 30 boxes of records, out of a total of approximately 900. A more comprehensive update will be provided at the board meeting.

Rulemaking:

No rulemaking in process at this time.

Legislative Update: The agency has no bills in process at this time.

**REAL ESTATE BOARD
ADMINISTRATIVE SERVICES DIVISION REPORT
August 1, 2022**

Administrative Services Manager: Mesheal Heyman

Accountant: Caty Karayel

Systems Administrator: Tiffani Miller

Program Analyst: Rus Putintsev

Helpdesk: Denise Lewis

Section Overview

The Administrative Services Division acts as business support for the Agency overall. This division manages accounting, purchasing and contracting, inventory control, facilities, payroll, human resources, special projects, information technology (IT), performance, and communications.

Budget Update

As of the end of May, our projected revenue for the 2021-2023 biennium is **\$10.5 million**, with projected expenses at **\$9.2 million**. Our cash balance estimate is **\$6.7 million**.

Revenue/Economic Outlook

The Agency has averaged a monthly surplus of **\$82,000** since the start of the biennium.

For the end of June, we set a record of **25,456 licensees**. The monthly renewal rates and new license numbers continue to remain steady this calendar year.

Communications:

The Agency continues to remind real estate licensees of the law effective July 1, 2022, requiring instruction in fair housing law within the Law and Rule Required Course (LARRC).

Real Estate Agency - AY23

2021-2023 Budget - Biennium to Date Through June 30th 2023

<i>Budget Codes</i>		<u>21-2023 LAB</u>	<u>Expected Total Expenditures for Biennium (current)</u>	<u>Expected Remaining Limitation at end of Biennium</u>
	Total Personal Services	7,536,078	7,596,864	(60,786)
4100 & 4125	In-State Travel & Out-of-State Travel	103,008	25,757	77,251
4150	Employee Training	38,585	35,447	3,139
4175	Office Expenses	86,611	78,734	7,877
4200	Telecom/Tech Services & Support	67,400	74,180	(6,780)
4225	State Government Services	265,226	317,929	(52,703)
4250	Data Processing	113,997	86,255	27,742
4275	Publicity & Publications	38,297	7,427	30,870
4300 & 4315	Professional Services & IT Professional Services	196,960	188,384	8,576
4325	Attorney General Legal Fees	284,277	393,126	(108,849)
4375	Employee Recruitment	8,081	250	7,831
4400	Dues & Subscriptions	9,987	6,553	3,434
4425	Facilities Rent & Taxes	265,559	254,289	11,270
4475	Facilities Maintenance	4,713	8,492	(3,779)
4575	Agency Program Related S&S	922,042	888,871	33,171
4650	Other Services & Supplies	92,287	179,388	(87,101)
4700	Expendable Property \$250-\$5000	30,401	7,711	22,690
4715	IT Expendable Property	169,980	51,269	118,711
	Total Services & Supplies	2,697,411	2,604,065	93,346
	Totals	10,233,489	10,200,929	32,560

**REAL ESTATE BOARD
EDUCATION & LICENSING DIVISION REPORT
August 1, 2022**

Education & Licensing Manager: Madeline Alvarado
Compliance Specialist: Tami Schemmel, Vacant, Vacant
Administrative Specialist: Elizabeth Hardwick, Nenah Darville, Kaely Salem, Rick Marsland

Division Overview

The Education and Licensing Division acts as the first point of contact for the public. This division manages reception, licensing & education services, complaint entries and complaint reviews.

Personnel

There two vacancies and active recruitments for Compliance Specialist 1’s in the Education & Licensing Division.

Education Update

- Pre-licensing educators had to renew by June 30th and all were successful.
- LARRC containing the fair housing component requirement went into effect July 1st.

Licensing Update

- All Real Estate Marketing Organizations successfully renewed by June 30th.
- Escrow Organizations were due for renewal June 30th. All, aside from one, were successfully renewed.

Upcoming

Reminder: The Agency would like to remind the Board that we’re able and willing to offer the OREA Advertising Update and General Overview Class. If your brokerage or local association is interested in this course, please have them contact me for scheduling.

RBN Renewal

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<u>Eligible to Renew</u>	418	333	347	342	325	303						
<u>Failed to Renew</u>	14	22	15	9	18	13						
<u>% Renewed</u>	97%	93%	96%	97%	94%	96%						

Licensing Statistics

Total Licensee Counts by Month:

Individuals (Persons)	May-22	Jun-22
Broker – Total	18,082	18,113
Active	16,285	16,338
Inactive	1,797	1,775
Principal Broker - Total	6,374	6,365
Active	5,993	5,988
Inactive	381	377
ALL BROKERS Total	24,456	24,478
Active	22,278	22,326
Inactive	2,178	2,152
Property Manager - Total	962	960
Active	848	846
Inactive	114	114
MCC Salesperson	19	18
MCC Broker	1	0
TOTAL INDIVIDUALS	25,438	25,456
Active	23,146	23,190
Inactive	2,292	2,266
Facilities (Companies)		
REMO	4	4
Registered Business Name (RBN)	3,799	3,794
Registered Branch Office (RBO)	810	834
Escrow Organization	78	80
Escrow Branch	153	154
Condominium Filing (CO)	265	273
Unit Owners Association	901	891
Pre-License Education Provider (PEP)	26	26
CEP	297	297
MCC Operator	25	25
TOTAL FACILITIES	6,358	6,378
TOTAL INDIVIDUALS & FACILITIES	31,796	31,834

New Licenses by Month:

Individuals (Persons)	May-22	June-22
Broker	183	192
Principal Broker	11	14
TOTAL BROKERS	194	206
Property Manager	8	4
MCC Salesperson	0	0
MCC Broker	0	0
TOTAL INDIVIDUALS	202	210
Facilities (Companies)		
Continuing Education Provider (CEP)	1	0
REMO	0	0
Registered Business Name	25	16
Registered Branch Office	6	36
Escrow Organization	1	5
Escrow Branch	2	4
Condominium Filing	0	0
Unit Owners Association	3	3
Pre-License Ed Provider	0	0
MCC Operator	0	0
TOTAL FACILITIES	37	64
TOTAL INDIVIDUALS & FACILITIES	239	274

Exam Statistics

June 2022

ALL LICENSING EXAMS Total

Broker	476
Property Manager	25
Principal Broker	37
Reactivation	13

Pass Rates

<i><u>First Time Pass Rate</u></i> <i><u>Percentage</u></i>	<i><u>2018</u></i>	<i><u>2019</u></i>	<i><u>2020</u></i>	<i><u>2021</u></i>	<i><u>2022</u></i>
Broker State	58	57	50	47	46
Broker National	72	70	68	67	66
Principal Broker State	59	51	53	57	54
Principal Broker National	77	69	63	55	66
Property Manager	67	64	58	66	67

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2022 Data

New Applications													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Brokers	398	336	412	318	291	292							2047
Principal Brokers	47	32	42	25	22	23							191
Property Managers	20	35	30	33	23	21							162
Total	465	403	484	376	336	336							2400

Renewal Activity														
Brokers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	491	517	535	527	608	569							3247
	Inactive	49	40	36	36	49	32							242
Late	Active	44	42	60	50	66	52							314
	Inactive	13	10	6	13	12	10							64
Lapse		128	104	123	107	120	117							699
Total		725	713	760	733	855	780							4566

Principal Brokers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	221	238	230	232	247	254							1422
	Inactive	9	8	7	8	12	11							55
Late	Active	11	10	13	13	14	9							70
	Inactive	2	1	4	1	2	1							11
Lapse		24	19	21	18	21	26							129
Total		267	276	275	272	296	301							1687

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2022 Data

Property Managers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	28	26	25	16	35	30							160
	Inactive	2	3	1	0	2	0							8
Late	Active	3	3	1	3	3	3							16
	Inactive	1	0	0	1	1	0							3
Lapse		11	8	6	11	6	7							49
Total		45	40	33	31	47	40							236

Grand Total (Brokers, Principal Brokers, Property Managers)														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Eligible to Renew		1037	1029	1068	1036	1198	1121							6489
On Time	Active	740	781	790	775	890	853							4829
	Inactive	60	51	44	44	63	43							305
Late	Active	58	55	74	66	83	64							400
	Inactive	16	11	10	15	15	11							78
Total Renewed		874	898	918	900	1051	971							5612
Lapse		163	131	150	136	147	150							877

% On Time		77.1%	80.9%	78.1%	79.1%	79.5%	79.9%	%	%	%	%	%	%	79.1%
% Late		7.1%	6.4%	7.9%	7.8%	8.2%	6.7%	%	%	%	%	%	%	7.4%
% Failed to Renew(Lapsed)		15.7%	12.7%	14.0%	13.1%	12.3%	13.4%	%	%	%	%	%	%	13.5%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2021 Data

New Applications													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Brokers	513	419	528	380	374	345	319	352	324	331	308	329	4522
Principal Brokers	43	39	49	36	34	26	30	28	43	38	33	37	436
Property Managers	20	25	18	22	31	28	25	25	30	19	22	15	280
Total	576	483	595	438	439	399	374	405	397	388	363	381	5238

Renewal Activity														
Brokers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	461	445	528	518	512	526	520	563	525	539	464	493	6094
	Inactive	27	31	30	22	30	41	37	36	49	32	41	35	411
Late	Active	54	44	45	36	30	43	36	44	56	53	45	44	530
	Inactive	11	7	11	10	12	9	11	10	10	18	16	11	136
Lapse		123	101	120	121	113	102	110	86	116	102	115	93	1302
	Total	676	628	734	707	697	721	714	739	756	744	681	676	8473

Principal Brokers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	220	189	223	225	196	238	252	239	237	207	202	226	2654
	Inactive	12	2	6	8	5	12	9	12	8	7	12	12	105
Late	Active	11	11	11	10	2	18	9	16	11	13	12	10	134
	Inactive	1	1	2	1	2	3	2	3	3	0	4	2	24
Lapse		25	18	19	28	32	23	23	17	19	16	16	21	257
	Total	269	221	261	272	237	294	295	287	278	243	246	271	3174

Oregon Real Estate Agency Education & Licensing Division
Licensee Application & Renewal 2021 Data

Property Managers		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On Time	Active	34	29	32	29	36	33	33	33	25	26	25	34	369
	Inactive	5	2	1	1	3	0	3	1	1	2	1	1	21
Late	Active	1	0	2	0	0	1	2	2	3	0	2	2	15
	Inactive	0	1	0	1	1	0	0	0	0	0	0	0	3
Lapse		8	12	4	9	10	1	10	7	4	8	8	11	92
Total		48	44	39	40	50	35	48	43	33	36	36	48	500

Grand Total (Brokers, Principal Brokers, Property Managers)														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Eligible to Renew		993	893	1034	1019	984	1050	1057	1069	1067	1023	963	995	12147
On Time	Active	715	663	783	772	744	797	805	835	787	772	691	753	9117
	Inactive	44	35	37	31	38	53	49	49	58	41	54	48	537
Late	Active	66	55	58	46	32	62	47	62	70	66	59	56	679
	Inactive	12	9	13	12	15	12	13	13	13	18	20	13	163
Total Renewed		837	762	891	861	829	924	914	959	928	897	824	870	10496
Lapse		156	131	143	158	155	126	143	110	139	126	139	125	1651

% On Time		76.4 %	78.2%	79.3%	78.8%	79.5%	81.0%	80.8%	82.7%	79.2%	79.5%	77.4%	80.5%	79.5%
% Late		7.9%	7.2%	6.9%	5.7%	4.8%	7.0%	5.7%	7.0%	7.8%	8.2%	8.2%	6.9%	6.9%
% Failed to Renew(Lapsed)		15.7%	14.7%	13.8%	15.5%	15.8%	12.0%	13.5%	10.3%	13.0%	12.3%	14.4%	12.6%	13.6%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Oregon Real Estate Agency Education & Licensing Division Phone Counts													
(minutes: seconds)	Jan – 22	Feb – 22	Mar – 22	Apr – 22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov--22	Dec-22	2022 Average
Call Count	1730	1520	1776	1510	1437	1444							1570
Average Wait Time	:33	:23	:45	:33	:35	:36							:34
Maximum Wait Time	0:20:37	0:12:03	0:26:17	0:13:25	0:10:53	0:11:15							0:15:45

Oregon Real Estate Agency Education & Licensing Division Phone Counts													
(minutes: seconds)	Jan – 21	Feb – 21	Mar – 21	Apr – 21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov--21	Dec-21	2021 Average
Call Count	1981	1801	1918	1822	1452	1886	1653	1616	1510	1477	1407	1426	1662
Average Wait Time	:51	:36	:29	:29	:24	:18	:26	:15	:19	:17	:22	:36	:27
Maximum Wait Time	0:19:17	0:10:52	0:09:59	0:10:43	0:08:58	0:06:37	0:28:56	0:06:49	0:07:45	0:04:46	0:13:37	0:19:12	0:12:18

(minutes: seconds)	Jan – 20	Feb – 20	Mar – 20	Apr – 20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov--20	Dec-20	2020 Average
Call Count	2117	1834	1830	1474	1468	1775	1875	1678	1749	1646	1593	1785	1735.3
Average Wait Time	:25	:21	:19	:23	:25	:35	:29	:26	:21	:20	:24	:29	:24.75
Maximum Wait Time	0:11:05	0:09:30	0:14:56	0:10:15	0:18:12	0:13:00	0:21:34	0:14:15	0:11:09	0:17:30	0:09:58	0:12:06	0:13:38

**REAL ESTATE BOARD
COMPLIANCE DIVISION REPORT
August 1, 2022**

Compliance Specialists 3 (Client Trust Account Coordinator): Liz Hayes

Compliance Specialist 2: Jen Wetherbee

Compliance Specialist 1: Roger McComas

Division Overview

The Compliance Division ensures that licensees meet their fiduciary and administrative responsibilities by reviewing financial and administrative records. This division aims to conduct clients' trust account and compliance reviews and develop other compliance-related programs. This work includes providing technical assistance and sharing knowledge on the interpretation and application of laws and rules administered by the Agency (excluding legal advice) to licensees, the public, and other governmental agencies.

Personnel

Jenifer Wetherbee accepted the Compliance Specialist II position on May 24, 2022. Roger McComas, Compliance Specialist I, moved over from the Licensing and Education Division on July 11, 2022.

Workload and Activity Indicators

	2014	2015	2016	2017	2018	2019	2020	2021
ELOA	3	2	2	4	44	79	81	13
No Violation	351	356	192	172	375	216	87	10
Open Investigation	14	5	3	8	10	29	7	2
Total Closed	368	363	197	184	429	324	175	25

(# of Staff)	3	4	4	4	5	6	6	1
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2022	February	March	April	May	June
ELOA	3	1	4	5	6
No Violation	10	1	2	2	4
Open Investigation	2	0	2	0	0
Resolved	0	0	1	4	8
Total Closed	15	2	9	11	18

(# of Staff)	0.5*	0.5*	1	1	1
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* 1 staff working 20 hours a week in Compliance Division