IN THE MATTER OF THE CLAIM OF WILLIAM BENSON	*	**MARYLAND HOME IMPROVEMENT COMMISSION**
	*	
	*	
AGAINST THE MARYLAND HOME IMPROVEMENT GUARANTY FUND FOR THE ACTS OR OMISSIONS OF ROSS EHUDIN t/a G & E CONTRACTORS, INC.	*	**MHIC CASE NO. 18(75)64** **OAH CASE NO. DLR-HIC-02-18-14893**
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FINAL ORDER

This matter was heard before an Administrative Law Judge ("ALJ") of the Office of Administrative Hearings ("OAH") on September 12, 2018. Following the evidentiary hearing, the ALJ issued a Proposed Decision on November 28, 2018, concluding that the homeowner William Benson ("Claimant") sustained an actual and compensable loss of $9,900.00 as a result of the acts and omissions of Ross Ehudin t/a G & E Contractors, Inc. ("Contractor"). *OAH Proposed Decision* p. 9. In a Proposed Order dated January 9, 2019, the Maryland Home Improvement Commission ("MHIC" or "Commission") affirmed the Proposed Decision of the ALJ to award the Claimant $9,900.00 from the MHIC Guaranty Fund. The Contractor subsequently filed exceptions of the MHIC Proposed Order. A hearing on the exceptions was set for May 16, 2019 before a three-member panel ("Panel") of the MHIC.

On April 18, 2019, the day that five other exceptions hearings involving the Contractor were set, the Contractor's attorney, Theodore Ehudin, sent an email to the Commission stating that his client withdrew his exceptions to the Proposed Orders. On April 24, 2019, the Commission emailed the Contractor's attorney and inquired as to whether the Contractor also withdrew his exceptions in the remaining seven cases, which were set for oral argument on May 2 and 16, 2019. On May 1, 2019, counsel for the Contractor left a voicemail with counsel for the Commission stating that his client was submitting on the written exceptions in the remaining cases, and that

counsel would not be attending the hearings. Neither the Contractor, nor anyone on his behalf, appeared at the hearings on May 2 or 16, 2019. Pursuant to Code of Maryland Regulations ("COMAR") 09.01.03.09, "[b]y written request to the administrative unit, a party may waive the right to a hearing on the written exceptions." Although the Contractor's submission on the written exceptions via voicemail the afternoon before the May 2, 2019 hearings was not a written request, the Commission considered the written exceptions and finds them to be without merit.

The Contractor raises three arguments in his written exceptions. First, he alleges he did not receive proper notice of the evidentiary hearing before the ALJ. The second argument is that the Claimant should be required to pursue insurance claims and seek recovery through the Contractor's bankruptcy proceedings before being allowed to recover from the Guaranty Fund. Lastly, the Contractor argues that there was no waiver of the arbitration clause in his contract.

The ALJ in this case properly followed the applicable statute and regulations in determining that the Contractor received sufficient notice of the hearing before OAH. The Claimant's claim against the Guaranty Fund was delegated to OAH for a contested case hearing. The type of notice to be provided to a party in such a hearing is governed by the Administrative Procedure Act. COMAR 09.01.03.05A. The Administrative Procedure Act at Annotated Code of Maryland, State Government Article, § 10-208 states that "[a]n agency or the Office shall give all parties in a contested case reasonable written notice of the hearing." At State Government Article, § 10-209, the Administrative Procedure Act goes on to allow service of a notice of hearing on a licensee via regular mail if the licensing law requires the licensee to provide his address to the agency and the agency has been unsuccessful in giving notice in the manner otherwise specified in the licensing statute. The Commission's statute specifies that "[t]he hearing notice to be given to the person shall be sent at least 10 days before the hearing by certified mail to the business address of the licensee on record with the Commission." Annotated Code of Maryland, Business

Regulation Article, § 8-312(d). Licensees are also required to notify the Commission of any changes in their address within 10 days of that change. Annotated Code of Maryland, Business Regulation Article, § 8-310; COMAR 09.08.01.11.

Prior to the issuance of the notice of the evidentiary hearing before OAH, the Contractor notified the Commission that his company G & E Contractors, Inc. was "no longer a going concern," "essentially defunct," and would not be responding to the orders of the Commission. *OAH Hearing Fund's Exhibit* 5. Therefore, when it came time to send notice of the hearing to the parties, OAH sent the notice to the last known address of Ross Ehudin at 42 Bellchase Court Baltimore, MD 21208. *OAH Hearing Fund's Exhibit* 2. This is the same address Mr. Ehudin provided to the Commission as his home address, and is the address that the records of the Motor Vehicle Administration revealed was the current address for Mr. Ehudin prior to the hearing. *OAH Hearing Fund's Exhibits* 3, 6. At no point in his written exceptions, did Mr. Ehudin allege that the address used to send notice of the hearing before OAH was an address at which he no longer resided.

Notice of the hearing was sent to Mr. Ehudin's home address via both certified and regular mail. Although the certified mail was unclaimed, the regular mail was not returned. *OAH Proposed Decision* p. 5. In her decision, the ALJ references another address, 8104 Tapscott Court, Pikesville, MD 21208, and mistakenly finds that this is an alternative address for the Contractor, and that the Contractor signed for the notice sent via certified mail to this address. *OAH Proposed Decision* pp. 5, 6. The 8104 Tapscott Court address is actually the Claimant's address and the signature on the certified mail receipt clearly reads as that of the Claimant, William Benson. *OAH Hearing Fund's Exhibit* 2. The ALJ's mistake, however, is immaterial. Notice of the hearing was still mailed via both certified and regular mail to the 42 Bellchase Court address provided to the Commission by the Contractor. The Court of Special Appeals has previously held that the notice

of hearing sent to a licensee was sufficient when sent via both certified and regular mail to the last known address the licensee provided to the agency. *Maryland State Bd. Of Nursing v. Sesay*, 224 Md. App. 432 (2015). In the *Maryland State Bd. Of Nursing v. Sesay*, the Court of Special Appeals held that this form of notice was sufficient even when both the certified and the regular mail were returned as undeliverable. 224 Md. App. at 446-47, 456. Therefore, reasonable notice of the OAH hearing was provided to the Contractor.

The Contractor's argument that the case should be stayed pending the Claimant's exhaustion of attempts to recover through bankruptcy proceedings and through insurance claims is also without merit. Aside from cases where there is a binding arbitration clause that has not been waived, the statute governing the Commission does not require a claimant to make other attempts at recovery before pursuing a claim against the Guaranty Fund. Annotated Code of Maryland, Business Regulation Article, § 8-101 *et seq*. Therefore, the Commission denies the Contractor's request that the Guaranty Fund claim be stayed until the Claimant has exhausted all other methods of recovery from the Contractor.

The Contractor next contends that his express waiver of the arbitration clause in his home improvement contracts, made through the email from the attorney Jan Berlage to the Executive Director for the Commission, is not an effective waiver in this case. Pursuant to Annotated Code of Maryland, Business Regulation Article, § 8-405(c) a claimant is required to "comply with a written agreement to submit a dispute to arbitration before seeking recovery from the Fund." However, pursuant to COMAR 09.08.03.02E an arbitration clause can be deemed to have been waived allowing a claim to proceed to a hearing. Through the email sent by Jan Berlage, both G & E Contractors, Inc. and Mr. Ehudin unequivocally waived the arbitration requirements in their home improvement contracts stating simply "[b]oth Mr. Ehudin and G & E waive the Arbitration requirements in their home improvements [sic] contracts." *OAH Hearing Fund's Exhibit* 5. Mr.

Ehudin was copied on this email, and according to the affidavit of the Commission's Executive Director, neither Mr. Ehudin, G & E Contractors, Inc., nor anyone representing either of them provided any further information contradicting this waiver. *Id.* The express waiver of arbitration contained in the email came in response to the Executive Director's email alerting Mr. Ehudin that several complaints had been filed with the Commission against his company. *Id.* Therefore, Mr. Ehudin knew at the time of his waiver that he was facing disputes from homeowners that otherwise could have been arbitrable, yet he chose to unequivocally waive arbitration. The Commission finds that the Contractor waived the arbitration clause and that the ALJ correctly allowed the case to proceed.

The ALJ's decision is thorough, supported by the evidence in the record and correct as a matter of law. Having considered the parties' arguments, the evidence in the record and the OAH Proposed Decision, it is this **25th** day of **July 2019 ORDERED:**

A. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED;**

B. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED;**

C. That the Proposed Decision and Order of the Administrative Law Judge is **AFFIRMED;**

D. That the Maryland Home Improvement Guaranty Fund award the Claimant **$9,900.00;**

E. That the Contractor is ineligible for a Maryland Home Improvement Commission license until the Contractor reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission; AND

F. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

I. Jean White

Chairperson –Panel
Maryland Home Improvement Commission

STATE OF MARYLAND
DLLR
DEPARTMENT OF LABOR, LICENSING AND REGULATION

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
MARYLAND HOME IMPROVEMENT COMMISSION
500 N. Calvert Street, Room 306
Baltimore, MD 21202-3651

January 8, 2019

CERTIFIED MAIL

RETURN RECEIPT REQUESTED
REGULAR MAIL

Ross Ehudin
G & E Contractors Inc.
42 Bellchase Court
Baltimore, MD 21208

Re: Complaint/Claim: 18 (75) 64

Dear Ross Ehudin:

Enclosed are copies of the Findings of Fact, Conclusions of Law and the Proposed Order resulting from the hearing held before the Administrative Law Judge.

Any party to this case has the right, within **twenty (20) days** of the postmark date of this letter, to file with the Home Improvement Commission **written exceptions** to this decision. If timely exceptions are filed, a hearing will be scheduled before a panel of the Commission, at which the parties will have an opportunity to present oral argument concerning the exceptions. If no exceptions are filed within the twenty (20) day period, then this Proposed Order becomes final. Once the Commission's order becomes final, the parties, by law, have an additional **thirty (30) day** period, during which they may file an **appeal to the Circuit Court.**

If no exceptions or Circuit Court appeal are filed within the total **fifty (50) day appeal period** (20 day exceptions period and 30 day Circuit Court appeal period), then any monetary award from the Guaranty Fund under this order will be processed at the conclusion of the fifty (50) day period. **All licensees are advised that, if this order imposes a Guaranty Fund award and/or Civil Penalty, their licenses(s) will be Suspended at the end of the fifty (50) day appeal period, unless, prior to the expiration of the fifty (50) day period, the licensee has either filed timely exceptions or an appeal, or has reimbursed the Commission in the amount of the Guaranty fund award and/or Civil Penalty.**

Once a license has been suspended as a result of a Guaranty Fund award and/or Civil Penalty, the license will not be reinstated until that debt has been paid. In addition, licensees are advised that, by law, once their license has been suspended, the Commission may not reinstate the license, until they take and pass the Commission's licensing examination.

Maryland Home Improvement

State's Exhibit # 1

You are also advised that, if any Guaranty Fund and/or Civil Penalty debt is not paid within thirty (30) days of the expiration of your appeal period, your account will be transferred to the State Central Collection Unit. You may be assessed 10% annual simple interest on any unpaid Guaranty Fund debt. In addition, the State Central Collection Unit may assess a 17% collection fee, and you may be liable for attorney fees or court costs related to collection of your debt. The State Central Collection Unit also has authority to intercept any Maryland state income tax refund due you, in order to apply it to a Guaranty Fund debt. Once your debt has been transferred to the State Central Collection Unit, you must direct all communications about your account to that unit.

Claimants, who receive an award from the Guaranty Fund, should ordinarily receive their payment from the State Treasurer's Office approximately 6-8 weeks after the expiration of the fifty (50) day appeal period, unless exceptions or an appeal have been filed.

Sincerely,

Keyonna Penick

Keyonna Penick
Panel Specialist
Maryland Home Improvement Commission
410-230-6178

Enclosure

cc: William Benson
8104 Tapscott Court
Pikesville, MD 21208

Theodore Ehudin
Workers' Comp Law Firm, LLC
1513 Martin Boulevard
Middle River, MD 21220

IN THE MATTER OF THE CLAIM	*	BEFORE LAURIE BENNETT,
OF WILLIAM BENSON,	*	AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	*	OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	*	OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*	OAH No.: DLR-HIC-02-18-14893
FOR THE ALLEGED ACTS OR	*	MHIC No.: 18 (75) 64
OMISSIONS OF ROSS EHUDIN,	*	
T/A G & E CONTRACTORS,	*	
RESPONDENT	*	

* * * * * * * * * * * * *

PROPOSED DECISION

STATEMENT OF THE CASE

On August 10, 2017, William Benson, Jr. (Claimant) filed a claim (Claim) with the Guaranty Fund (Fund) of the Maryland Home Improvement Commission (MHIC), Department of Labor, Licensing and Regulation (Department), for reimbursement of actual losses allegedly suffered as a result of a home improvement contract between the Claimant and his wife and Ross Ehudin, trading as G & E Contractors (Respondent). On May 3, 2018, the MHIC ordered a hearing.

I held a hearing on September 12, 2018, at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. § 8-407(e) (2015).[1] The Claimant represented himself. Shara Hendler, Assistant Attorney General, represented the Fund. Neither the Respondent nor anyone to represent him appeared.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2018); Code of Maryland Regulations (COMAR) 09.01.03; COMAR 28.02.01.

ISSUES

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

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on the Claimant's behalf:

1. Contract with Respondent, February 17, 2017
2. Check, February 17, 2017
3. Check, April 3, 2017
4. Check, April 21, 2017
5. M&T Bank Home Equity Line of Credit statement, for activity between February 13, 2017 and March 14, 2017.

[1] All references to the Business Regulation Article are to the 2015 replacement volume.

6. M&T Bank Home Equity Line of Credit statement, for activity between April 4, 2017 and June 15, 2017
7. Advertisement, not dated
8. Twelve photographs taken by the Claimant
9. The Claimant's Opening Statement, September 10, 2018
10. Proposal from the Respondent, February 13, 2017

I admitted the following exhibits on the Fund's behalf:

1. Hearing Order, May 3, 2018
2. Notice of Hearing, May 31, 2018
3. Affidavit of Thomas Marr, August 29, 2018
4. Claim Form, received by the MHIC on August 10, 2017
5. Affidavit of David R. Finneran, August 29, 2018
6. Licensing history, September 7, 2018

Testimony

The Claimant testified. The Fund did not present witnesses.

PROPOSED FINDINGS OF FACT

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 893.
2. The Claimant is not the Respondent's spouse or other immediate relative; the Respondent's employee, officer, or partner, or an immediate relative of the Respondent's employee, officer, or partner.

3. On February 13, 2017, the Respondent offered an estimate for home improvement services for the Claimant and his wife at their home.
4. The Claimant and his wife live in the home. The Claimant does not own other properties.
5. On February 17, 2017, the Clamant and his wife and the Respondent entered into a contract (Contract) with the Respondent for substantial remodeling at the Claimant's home in the kitchen, a bathroom, the family room, and a "back room" that the Claimant's daughter used as a bedroom.
6. The total Contract price was $18,300.00, including $6,100.00 for the kitchen work, $6,100.00 for the bathroom work, and $6,100.00 for the remaining work. Payment was due in three equal installments of $6,100.00: at signing of the Contract, when the Respondent started the work, and when the Respondent completed the work.
7. On February 17, 2017, the Claimant paid the Respondent the first installment.
8. The Respondent started work on April 3, 2017, at which time the Claimant paid him the second installment.
9. On April 21, 2017, the Claimant paid the Respondent $3,800.00 by check to upgrade the electrical system and to bring it up to code, as the Respondent recommended after they entered into the Contract. The Respondent did not reduce this change order to writing. The Respondent cashed the Claimant's check, which states on its face that the payment was for electrical work.
10. The Claimant paid for and the Respondent largely completed the kitchen, although some punch list items remained. The Claimant paid for and the Respondent did not perform any work in the bathroom or to the electrical system. The Claimant never paid for and the Respondent did not perform the remaining work required under the Contract.

11. The Claimant never paid the third installment of the Contract.

12. After the Respondent performed the kitchen work, one of his employees told the Claimant that the Respondent was out of business and had filed for bankruptcy.

13. On June 29, 2017, the Better Business Bureau received confirmation from the Respondent that he had ceased all operations effective immediately and had voluntarily surrendered his license to the MHIC.

DISCUSSION

The Respondent received proper notice of the hearing.

On May 31, 2018, the OAH issued a hearing notice by first class and certified mail to the Respondent at 42 Bellchase Court, Baltimore, Maryland 21208 and 8104 Tapscott Court, Pikesville, MD 21208. The United States Postal Service returned the certified mail addressed to Bellchase Court as "unclaimed" and "unable to forward." The Respondent signed for a certified mail copy addressed to 8104 Tapscott Court, Pikesville, MD 21208. The first class mail copies were not returned.

On August 29, 2018, Thomas Marr, an MHIC Investigator, affirmed under the penalties of perjury that he had accessed the Maryland Motor Vehicle Administration's computer records and determined that the Bellchase Court address is a correct address for the Respondent. Fund Ex 3. Mr. Marr did not say when he performed his search.

The Claimant offered a July 20, 2017 notice to him from the United States Bankruptcy Court, District of Maryland, showing the Respondent's address as 4319 Harford Road, Baltimore, Maryland 21214. The Harford Road address is the one the Respondent used in the advertisement viewed by the Claimant before he hired the Respondent and it is the address on the Contract. Clmt Ex. 7.

The Claimant and the Fund argued that the Motor Vehicle Administration's record is sufficient to establish a current address at 42 Bellchase Court and, therefore, the fact that there is an alternative address is immaterial. At the hearing, I performed a Maryland property search through the Maryland Department of Taxation and Assessment's website and confirmed that the Respondent owns property at the Bellchase Court address. I therefore find the notice to that address alone was sufficient. In addition, the Respondent signed for a certified mail copy issued to the Tapscott Court address, and first class mail to both addresses was not return by the postal service.

Applicable law permits me to proceed with a hearing in a party's absence if the party fails to attend after receiving proper notice. COMAR 28.02.01.23A. The Respondent had proper notice to two addresses. I find it immaterial that the Respondent may have a third address on Harford Road. I proceeded with the hearing in the Respondent's absence to decide the Claimant's Fund request.

The Respondent performed incomplete home improvement.

The Claimant seeks reimbursement from the Fund for the loss he suffered at the Respondent's hands. An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Md. Code Ann., Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a licensed contractor"). Actual loss "means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Bus. Reg. § 8-401.

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217

(2014); COMAR 09.08.03.03A(3). "[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true." *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Civil Pattern Jury Instructions* 1:7 (3d ed. 2000)). I find that the Claimant has met his burden.

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant and his wife. The Respondent largely completed the kitchen work, although some repairs are needed. The Claimant testified that he is not asking for any reimbursement from the Fund for kitchen repairs. Also, he is not asking for incomplete work in the family room and so-call back room because that work was contemplated by the third installment payment that the Claimant never made. The Claimant is asking for reimbursement for the incomplete work to the bathroom for $6,100.00 and the electrical system for $3,800.00 because he paid for these home improvement services and the Respondent did not perform work. The Respondent did not appear and present any evidence to refute the Claimant's evidence about the value of this work under the Contract or that he did not perform the work. The Claimant had good recall of his conversation with the Respondent's employee about the value of the work when the employee estimated the job. The Claimant testified that as they walked through the house, he asked the employee how much it would cost for this or that work, and the employee valued each piece of the renovation. Accordingly, I accept the Claimant's evidence. I thus find that the Claimant is eligible for compensation from the Fund for incomplete work.

Having found eligibility for compensation I must determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees,

court costs, or interest. Md. Code Ann., Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). The Claimant is not asking for reimbursement for these purposes.

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contracted work. COMAR 09.08.03.03B(3). The regulation that suits the Claimant's request for reimbursement of work the Respondent did not perform states, "If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract." COMAR 09.08.03.03B(3)(a). I find this formula offers the best way to measure the Claimant's loss, even though the Respondent performed some work, because the Claimant is seeking reimbursement only for the abandoned part of the Contract. Thus, the Claimant is eligible for reimbursement for $6,100.00 for the bathroom and $3,800.00 for the electrical system upgrade, for a total of $9,900.00. The Fund agrees that the Claimant is eligible for reimbursement for this amount for work he paid for and the Respondent did not perform.

A single claimant is not eligible for more than $20,000.00 reimbursement from the Fund and not more than the amount he paid the contractor. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). Here, the Claimant's loss is less than the statutory maximum and not more than he paid the Respondent. Therefore, the Claimant is eligible to recover $9,900.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual loss of $9,900.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405; COMAR 09.08.03.03B(3)(a).

I further conclude that the Claimant is entitled to recover $9,900.00. Md. Code Ann., Bus. Reg. § 8-405(e)(5); COMAR 09.08.03.03B(4).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant $9,900.00; and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;[2] and

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

November 28, 2018
Date Decision Issued

Laurie Bennett
Administrative Law Judge

LB/kdp
#176058

[2] *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 9th day of January, 2019, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Joseph Tunney

Joseph Tunney
Panel B

MARYLAND HOME IMPROVEMENT COMMISSION