

THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE  
COMMISSION

V.

BRADFORD X. WILCOX  
RESPONDENT

AND

CLAIM OF LESLIE FURLONG  
AGAINST THE MARYLAND  
REAL ESTATE COMMISSION  
GUARANTY FUND

\* BEFORE YOLANDA L. CURTAIN,  
\* ADMINISTRATIVE LAW JUDGE,  
\* OF THE MARYLAND OFFICE OF  
\* ADMINISTRATIVE HEARINGS  
\* OAH No: DLR-REC-24-08-23673  
\* REC CASE NO: 2006-RE-394  
\*

\* \* \* \* \*

**PROPOSED ORDER**

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated May 14, 2009, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 18<sup>th</sup> day of June, 2009,

ORDERED,

- A. That the Findings of Fact in the Recommended Decision be, and hereby are, AFFIRMED;
- B. That the Conclusions of Law in the Recommended Decision be, and hereby are, APPROVED;
- C. That the Recommended Order in the Recommended Decision be, and hereby is, ADOPTED;

and,

D. That the records, files and documents of the Maryland State Real Estate Commission reflect this decision.

MARYLAND STATE REAL ESTATE COMMISSION

Date 6/18/09

By: Katherine J. Conroy, Esq.  
for Anne S. Cooke, Commissioner

MARYLAND REAL ESTATE	* BEFORE YOLANDA L. CURTIN,
COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
BRADFORD X. WILCOX ,	* OF ADMINISTRATIVE HEARINGS
RESPONDENT	* OAH NO. : DLR-REC-24-08-23673
AND THE CLAIM OF	* MREC NO. : 2006-RE-394
LESLIE FURLONG AGAINST THE	*
MARYLAND REAL ESTATE	*
COMMISSION GUARANTY FUND	*
* * * * *	* * * * *

**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On June 8, 2006, Lesley Furlong (Claimant) filed a complaint with the Maryland Real Estate Commission (REC) and a claim against the REC Guaranty Fund (Fund) for reimbursement of losses allegedly caused by the acts and omissions of a licensed real estate salesperson, Bradford X. Wilcox (Respondent), in connection with the Claimant’s purchase of residential real estate located at 9021 Willow Valley Drive, Potomac, Maryland (the Property).

On June 6, 2008, the REC filed a Statement of Charges and Order for Hearing (Charges) against the Respondent, alleging that he violated Md. Code Ann., Bus. Occ. & Prof.

§§ 17-322(b)(25), (32) & (33) and 17-532(c)(1)(iv) (Supp. 2008), and Code of Maryland Regulations (COMAR) 09.11.02.01C and 09.11.02.02A, the Code of Ethics for individuals licensed by the REC. The REC alleges that the Respondent is subject to sanctions pursuant to Md. Code Ann., Bus. Occ. & Prof. § 17-322(c) (Supp. 2008).

I held a hearing on March 6, 2009, on the Charges and the claim at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Assistant Attorney General Jessica B. Kaufman represented the REC. The Claimant was present and represented herself. The Respondent was present and represented himself. Assistant Attorney General Kris King represented the Fund.

I heard this case pursuant to section 17-408 of the Business Occupations and Professions Article (2004). Procedure in this case is governed by the provisions of the Administrative Procedure Act, the procedural regulations of the Department of Labor, Licensing and Regulation (DLLR), and the Rules of Procedure of the OAH. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2004 & Supp. 2008); COMAR 09.01.03 and 28.02.01.

### **ISSUES**

1. Did the Respondent act in bad faith, incompetently, dishonestly, fraudulently or improperly in the sale of the Property; and if so,
2. What is the appropriate sanction?
3. Did the Claimant prove that she sustained an actual loss as a result of the Respondent's alleged misconduct?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

The REC submitted the following exhibits, which were admitted into evidence:

- REC Ex. #1 Notice of Hearing, dated November 19, 2008
- REC Ex. #2 Transmittal, with attached Charges
- REC Ex. #3 Respondent's licensing history with DLLR
- REC Ex. #4 Real Estate Listing of the Property
- REC Ex. #5 Residential Contract of Sale for the Property
- REC Ex. #6 Settlement Statement
- REC Ex. #7 Post-Settlement Escrow Agreement
- REC Ex. #8 March 17, 2006 letter from Claimant, with attachments
- REC Ex. #9 April 19, 2006 email from the Claimant to Danny Cantwell
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- REC Ex. #13 Washington Suburban Sanitary Commission plumbing permit, with attachment
- REC Ex. #14 Request for Investigation
- REC Ex. #15 REC Report of Investigation, by James Stoakley
- REC Ex. #16 DLLR licensing history for Milos Jiricko

The Claimant submitted the following exhibits, which were admitted into evidence:

- CL Ex. #1 Service Request Detail, Department of Permitting Services
- CL Ex. #2 Timeline of events
- CL Ex. #3 Emails

The Respondent submitted the following exhibits, which were admitted into evidence, except as noted:

- Resp. Ex. #1 Timeline of events

- Resp. Ex. #2 Building Permit, with attachments
- Resp. Ex. #3 Washington Suburban Sanitary Commission plumbing permit
- Resp. Ex. #4 Electrical Permit
- Resp. Ex. #5 Not Accepted
- Resp. Ex. #6 April 12, 2006 letter

Testimony

The REC presented the testimony of the following: the Claimant, David Stillwell, and James Stoakley, REC Investigator.

The Claimant and Respondent testified on their own behalf.

**FINDINGS OF FACT**

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

1. At all times relevant to this matter, the Respondent was licensed as a real estate salesperson with the REC.
2. On September 25, 2005, the Respondent listed the Property for sale as a single family dwelling with “100% total professional renovation.” (REC Ex. #4.)
3. The Property was owned by David and Erin Stillwell (collectively the Sellers), and it was originally purchased by them to be renovated and sold.
4. The Sellers and the Respondent have been friends for many years.
5. When the Sellers decided to purchase the property, they entered into a business relationship with the Respondent. The Respondent agreed to invest in the Property; he provided monetary funds to renovate the Property. He also agreed to list and sell the Property for the Sellers.

6. To finance the renovations, the Respondent and Sellers opened up a checking account. The Respondent managed the checking account. The Sellers would provide funds to the Respondent and the Respondent would deposit the funds into the checking account, which were later used to pay for the renovations to the Property.
7. When the Sellers ran out of money, the Respondent provided approximately \$40,000.00 of his own money to finance the renovations.
8. The Respondent hired a contractor, Milos Jiricko, to perform the renovations on the Property. Mr. Jiricko, and subcontractors he hired, performed all of the renovations on the Property.
9. At all times relevant to this matter, Mr. Jiricko was not licensed as a home improvement contractor with the Maryland Home Improvement Commission (MHIC).
10. The Respondent introduced the Sellers to Mr. Jiricko. With the exception of initially meeting Mr. Jiricko, the Sellers had no interactions with Mr. Jiricko regarding the renovations of the Property.
11. All matters dealing with the renovations on the Property were handled by the Respondent and Mr. Jiricko.
12. While the Property was being renovated, the Respondent listed the Property for sale.
13. The Claimant and her husband, with the assistance of a real estate agent, purchased the Property from the Sellers. The Respondent acted as the Sellers' agent.
14. The renovations on the Property were completed prior to the settlement date.
15. Prior to settlement, the Claimant and her husband had a home inspection done on the Property. The home inspection revealed problems with the sound system, fireplace

and electronic air filter. The home inspection did not reveal any other problems with the Property.

16. The settlement of the Property occurred on February 28, 2006. As part of the settlement agreement, \$2,600.00 was placed in an escrow account to pay for the repairs to the sound system, fireplace and electronic air filter.
17. The Sellers did not did not make a profit on the sale of the Property. The Sellers agreed to pay the Respondent all monies due to him from his investment of the Property on the day of settlement.
18. As part of the settlement, the Respondent received \$49,024.31, which covered all of the funds the Respondent contributed towards the renovations of the Property plus a profit. In addition to the \$49,024.31, the Respondent also received a commission as the listing and selling agent for the Property.
19. After the Claimant purchased the property, she subsequently received \$2,600.00 from the escrow account to cover the repairs to the sound system, fireplace and electronic air filter. The Respondent was the person who authorized payment from the escrow account to the Claimant.
20. The Claimant and her husband moved into the Property sometime in April 2006.
21. Shortly after moving into the Property, the Claimant discovered problems with the plumbing and the windows.
22. Flooding and leaks occurred inside the home, which were due to faulty plumbing work.
23. The windows throughout the home were improperly installed. The windows had to be removed and reinstalled.

24. The renovations to the Property included new plumbing and new windows.
25. After the Claimant discovered the water leaks, she sent numerous emails to the Respondent to find out who the plumber was for the renovation work on the Property. The Respondent did not respond to the Claimant.
26. The Claimant contacted the Sellers to try to find out the name of the plumber who did the work on the Property. The Sellers could not provide the Claimant with the plumber's name because the Respondent was the only person who had direct contact with anyone who did renovation work at the Property.
27. The Claimant paid for a plumber to repair the leaking pipes in the home and she also paid for the repairs to the windows. The total amount paid for these corrections was \$5,120.00.
28. The Residential Contract of Sale for the Property listed the Property sold "as is."
29. The Respondent had previously owned a construction company and was aware that contractors must be licensed through the MHIC to do home improvement work. Mr. Jiricko previously worked for the Respondent.
30. The Claimant could not file a MHIC claim to recover the \$5,120.00 she paid to correct the faulty plumbing and window installation because Mr. Jiricko was not licensed to do home improvement work with the MHIC.

### **DISCUSSION**

The REC, as the moving party on the Charges, has the burden of proving that the Respondent violated the statutory and regulatory sections at issue; the Claimant, as the moving party on the claim, has the burden of proving that she suffered an actual loss as the result of the Respondent's misconduct, all by a preponderance of the evidence. Md. Code Ann., State Gov't

§ 10-217 (2004); *Maryland Comm’r of Labor and Industry v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996) (quoting *Bernstein v. Real Estate Comm.*, 221 Md. 221, 231 (1959)). For the reasons discussed below, I find that the REC met its burden of proving the Charges and the Claimant met her burden with respect to the claim.

*The Regulatory Charges*

The REC has charged the Respondent with violating the following sections of its regulatory statute and regulations:

**§ 17-322. Denials, reprimands, suspensions, revocations, and penalties – Grounds.**

...

(b) *Grounds.*- Subject to the hearing provisions of § 17-324 of this subtitle, the Commission may deny a license to any applicant, reprimand any licensee, or suspend or revoke a license if the applicant or licensee:

...

(25) engages in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent, or improper dealings;

...

(32) violates any other provision of this title;

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

Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(25), (32) & (33).

The REC also charged the Respondent with violating § 17-532(c)(1)(iv),<sup>1</sup> which requires a licensee to “treat all parties to the transaction honestly and fairly and answer all questions truthfully[.]” Md. Code Ann., Bus. Occ. & Prof. § 17-532(c)(1)(iv). Finally, the REC charged the Respondent with violating the Code of Ethics, COMAR 09.11.02.01 and 02A, which provides:

.01 Relations to the Public

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<sup>1</sup> In its charging document, the REC incorrectly cited this section as 17-532(d)(1)(iv) instead of the correct cite, 17-532(c)(1)(iv). See REC Ex. #2.

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

COMAR 09.11.02.01C; and

.02 Relations to the Client.

A. In accepting employment as an agent, the licensee shall protect and promote the interests of the client. This obligation of absolute fidelity to the client's interest is primary, but it does not relieve the licensee from the statutory obligations towards the other parties to the transaction.

COMAR 09.11.02.02A.

The REC contends that the Respondent was dishonest with the Claimant when he represented that the Property had “100% total professional renovation,” despite the fact that the renovation work was performed by an unlicensed contractor. According to the REC, the Respondent had a financial interest in the Property, not just because of the commission he would receive from the sale, but also because he provided a substantial amount of capital to finish the renovations on the Property. The REC argues that although the Sellers were the owners of the Property, they were simply silent partners and it was the Respondent who hired the contractor and was responsible for overseeing all of the renovation work. In light of his financial stake and role with the renovation, the REC argues that the Respondent should have taken steps to ensure that a licensed contractor performed the renovations on the Property. His failure to do so, as argued by the REC, resulted in faulty work done on the plumbing and window installations, which resulted in harm to the Claimant. Further, the REC contends that the Respondent had an obligation to deal fairly with the Claimant when she requested the name of the plumber who performed the plumbing work and the Respondent failed to provide the information.

The Respondent denies any wrongdoing and testified that his role was limited to being the listing and selling agent and handling some ministerial work with managing the joint bank account that was opened to pay Mr. Jiricko. He further testified that he provided funds for the renovations because the Sellers had run out of money and he wanted to make sure that his clients, the Sellers, sold the Property. Without his financial contribution, his clients would not have been able to sell the Property.

I find that the Respondent was not credible throughout his testimony. During his testimony, he was fidgety and nervous, and often contradicted his own statements. While he attempted to limit his role as providing financial support to a cash-strapped client, his own testimony, and the REC's witnesses, Mr. Stillwell and the Claimant, paint a different picture.

Mr. Stillwell, one of the sellers of the Property, testified that he sought the help of the Respondent in purchasing the Property for purposes of renovating it and selling it. Mr. Stillwell never had the intention to move into the Property and make it his home. Since he did not have any experience in the field of real estate, he sought the help and advice from the Respondent. It was quite clear from Mr. Stillwell's testimony that his role was limited to providing some capital with no other decision making regarding the renovations or who to hire as the contractor. As testified to by Mr. Stillwell, it was the Respondent who introduced Mr. Stillwell to the contractor, Mr. Jiricko, and it was the Respondent who took care of making the payments to Mr. Jiricko and others who performed work on the Property.

In addition to Mr. Stillwell's testimony, the Claimant testified that she never had any dealings with Mr. Stillwell. In fact, on the day of the settlement, Mr. Stillwell was not present. During the time that she and her husband went to the Property, prior to purchasing it, she had exclusive dealings with the Respondent. Throughout the Respondent's dealings with the Claimant

and her husband, the Claimant testified that it was apparent to her and her husband that the Respondent was directing the renovation work at the Property. Furthermore, she testified that the Respondent had told her that he had purchased other properties for purposes of “flipping” them.

The consistent testimony given by Mr. Stillwell and the Claimant regarding the Respondent’s role with the Property lead me to find that the Respondent was more than just a listing and selling agent for the Property. The Respondent had a financial stake in the Property that went beyond the potential for a commission. Rather, he provided a substantial amount of funds to have the renovations completed and he secured a contractor to perform the renovations. In addition, it was the Respondent who was responsible for making payments to the contractor and ensuring that the work was completed so that the Property could be sold.

Instead of having a licensed contractor perform the renovations, the Respondent had Mr. Jiricko, who was a prior associate and was not licensed with the MHIC, perform the renovations on the Property. As a result of Mr. Jiricko’s renovations, it was undisputed at the hearing that the quality of the workmanship of the renovations was below standards and had to be repaired. Although the Respondent testified that he was unaware of Mr. Jiricko’s licensing status, he certainly should have taken the appropriate steps to find out whether Mr. Jiricko was in fact licensed or not since the Property was listed by the Respondent as a “100% total professional renovation.” REC Ex. #4. Regardless of whether he knew that Mr. Jiricko was not licensed with the MHIC or he failed to verify his licensing status, the Respondent certainly demonstrated incompetency in having Mr. Jiricko work on the Property.

Furthermore, once he became aware that the Claimant was having problems with leaking pipes and improperly installed windows, the Respondent should have followed through with the Claimant and provided her with information regarding Mr. Jiricko or any other subcontractor that

worked on the home. The Respondent's role with the Property was not limited to a listing and selling agent. As discussed previously, the Respondent had a significant financial interest in the Property; but for his financial capital and steps to secure a contractor, the Property would not have been sold. Since he had dealt exclusively with Mr. Jiricko on the renovations of the Property, he had the duty and obligation to provide the Claimant with the information she sought, as Mr. Stillwell had no idea who had done any work on the Property.

The law imposes upon an individual licensed by the REC the obligation to treat all parties in a real estate transaction competently, truthfully and fairly. Md. Code Ann., Bus. Occ. & Prof. § 17-322(b)(25), § 17-532(c)(1)(iv) and COMAR 09.11.02.01C and .02A. The REC has established that the Respondent was incompetent when he failed to use a licensed contractor to renovate the Property, he did not deal truthfully and fairly with the Claimant when he misrepresented that the Property was renovated in a professional manner, and he had improper dealings with the Claimant when he ignored the Claimant's repeated requests for information on the subcontractors who performed some of the work on the Property. The Respondent's conduct violates section 17-322(b)(25), (32) and (33) and section 17-532(c)(1)(iv) of the Business Occupations and Professions Article, as well as COMAR 09.11.02.01C and .02A.

*Regulatory sanction*

The purpose of the REC regulatory statute is "to protect the public in its dealings with real estate brokers, to place a duty of good faith and fair dealing on real estate brokers." *Gross v. Sussex Incorporated*, 332 Md. 247, 274 (1993). In addition to allowing for suspension, revocation or reprimand of a real estate agent, the REC can also impose a financial penalty, not exceeding \$5,000.00, for each statutory violation. Md. Code Ann., Bus. Occ. & Prof. § 17-

322(c)(1). The REC suggested that I consider recommending a fourteen-day suspension of the Respondent's real estate license and a \$5,000.00 civil penalty.

Section 17-322(c) directs me to consider the seriousness of the violation, the harm caused by the violation, the Respondent's good faith, and any previous violations in determining the appropriate penalty. *Id.* The Respondent misled the Claimant into believing that the renovations on the Property were done by a professional. Furthermore, he showed no good faith by failing to provide the Claimant with information she requested about the plumber and others so that she could have the work at the Property repaired. As a result of the Respondent's conduct, the Claimant suffered harm; she purchased a home that was renovated by an unlicensed contractor who did below standard work and she had to hire others to correct the faulty pipes and to fix the windows.

While the Respondent has tried to paint a picture that shows he was simply a listing and selling agent, and performing some ministerial work to help a client, the evidence in the case establishes that he was a business partner with the Sellers in a property that was purchased for the purposes of "flipping" it. His extensive involvement with the renovations of the Property resulted in the hiring of an unlicensed contractor who performed below standard work on the plumbing and windows, which resulted in additional expenses to the Claimant.

Further, although the Respondent was the only person who had knowledge as to who performed renovated work on the home, since he was responsible for making the payments to the contractors, the Respondent refused to follow through with the Claimant and provide information she requested regarding the plumbing work. *See* REC Ex. #10. As testified to by the Claimant, she had obtained a copy of the plumbing permit that had listed the name of the plumber; however, the listed plumber alleged that his name had been forged on the permit and he denied

doing any work on the Property. The Claimant, concerned that the warranty period on the plumbing work would run out, made numerous attempts to contact the Respondent to obtain the name of the plumber. Despite repeated emails to the Respondent, which detailed why she needed the name of the plumber, the Respondent failed to provide the Claimant with any information.

Based on the above, I find that the Respondent's conduct demonstrates a complete lack of professional behavior in his dealings with the Claimant regarding a real estate transaction. As a result of his behavior, particularly with having an unlicensed contractor complete the renovations so that the Property could be sold, the Respondent received a significant financial reward. *See* REC Ex. #6.

Although the Respondent has not had any prior violations, I find that his misconduct warrants a \$5,000.00 civil penalty and a fourteen-day suspension of the Respondent's real estate license.

*Guaranty Fund Claim*

The Claimant seeks \$5,120.00 from the Fund. There is no dispute from the parties that the Property required repair work after the Claimant moved in because of faulty plumbing and incorrect window installations that were done by Mr. Jiricko and his subcontractors. *See* REC Ex. #12. While the parties do not dispute the repair work, a dispute does exist as to whether recovery from the Fund is appropriate.

The Fund, as well as the Respondent, opposes any recovery, arguing that the Claimant failed to show that her loss was attributed to the Respondent's conduct. Instead, the Fund argues that the Claimant has established that her loss was due to the work performed by Mr. Jiricko and not due to any fraud, misrepresentation or deceit by the Respondent. Furthermore, the Fund argues that the

Property was sold “as is” and that it was not reasonable for the Claimant to rely on the language contained in the Property listing regarding the professional renovations. I disagree with the Fund. For the reasons set forth below, I conclude that the Claimant met her burden of proof on the claim.

A person may recover from the Fund an actual loss suffered as a result of an act or omission that constitutes fraud or misrepresentation by a real estate sales person involving a real estate transaction. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a) (2004). In this matter, in support of its regulatory charges, the REC argued that the Respondent’s misconduct caused an actual harm to the Claimant. Specifically, as a result of the Respondent’s misrepresentation in the listing agreement the Claimant was led to believe that the renovations on the Property were done by a professional - someone who was licensed by the State to perform home improvement work. Yet, the work was actually done by an unlicensed person who ended up doing below standard work that had to be repaired. Moreover, as argued by the Claimant, she suffered further harm when the Respondent failed to respond to the Claimant’s repeated request for information on the plumber who performed the plumbing work because she was unable to determine if any warranties covered the repairs. The Fund disputes that the harm suffered, as argued by the REC and Claimant, was related to the Respondent’s actual misconduct and, therefore, an award should not be made.

I am not persuaded by the Fund’s position that an award is not appropriate in this matter. The fact that a real estate contract may have a clause that the property is purchased “as is” does not preclude recovery from the Fund when a claimant establishes an actual loss suffered as a result of misconduct by a licensed real estate person. Here, the Claimant established through her testimony that she believed, based on the Respondent’s listing and his involvement with

directing the work on the Property, that the renovations were being made by a professional. As established by the evidence in this case, Mr. Jiricko was the contractor who was responsible for the renovations work and was placed in this position by the Respondent; however, Mr. Jiricko was not licensed to perform home improvement work. Moreover, the Respondent's failure to provide the Claimant with any information on the plumber who performed work on the Property prevented the Claimant from determining if any warranties covered the cost to repair the faulty plumbing. Since the Respondent did not respond to the Claimant's request for information, the Claimant was forced to hire another plumber and pay for the repairs.

Accordingly, as a result of the Respondent's incompetence and bad dealings in having an unlicensed contractor perform the renovations throughout the home, the Claimant suffered a financial loss. Specifically, the Claimant suffered an actual loss in the amount of \$5,120.00 when, as a result of the Respondent's acts and omissions in the sale of the Property, she had to hire other contractors to repair faulty plumbing, which caused leaks in her home, and remove and reinstall windows that were improperly installed.

### **CONCLUSIONS OF LAW**

Based upon the foregoing Findings of Fact and Discussion, I conclude, as a matter of law, that the Respondent violated Md. Code Ann., Bus Occ. & Prof. §§ 17-322(b)(25), (32) & (33), 17-532(c)(1)(iv) (Supp. 2008), COMAR 09.11.02.01C and 09.11.02.02A.

I further conclude that the Respondent is subject to a fine and suspension of his license for violations of the Real Estate Law pursuant to Md. Code Ann., Bus. Occ. & Prof. § 17-322(c) (Supp. 2008).

Finally, I conclude that the Claimant is entitled to payment of \$5,120.00 from the Real Estate Guaranty Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-404 (2004).

**RECOMMENDED ORDER**

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

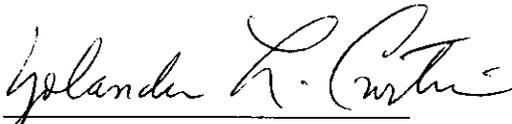
**ORDER** that the Respondent violated Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(25), (32) & (33), 17-532(c)(1)(iv) (Supp. 2008), COMAR 09.11.02.01C and 09.11.02.02A;

**ORDER** that the Respondent's real estate license be suspended for a fourteen-day period and that he be fined in the amount of \$5,000.00 pursuant to Md. Code Ann., Bus. Occ. & Prof. § 17-322(c) (Supp. 2008);

**ORDER** that the Claimant's Guaranty Fund Claim against this Respondent be allowed in the amount of \$5,120.00 pursuant to Md. Code Ann., Bus. Occ. & Prof. § 17-404 (2004); and

**ORDER** that the records and publications of the Real Estate Commission reflect the final decision.

May 14, 2009  
Date Decision Mailed

  
\_\_\_\_\_  
Yolanda L. Curtin  
Administrative Law Judge

#105118  
YLC/

MARYLAND REAL ESTATE	* BEFORE YOLANDA L. CURTIN,
COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
BRADFORD X. WILCOX ,	* OF ADMINISTRATIVE HEARINGS
RESPONDENT	* OAH NO. : DLR-REC-24-08-23673
AND THE CLAIM OF	* MREC NO. : 2006-RE-384
LESLIE FURLONG AGAINST THE	*
MARYLAND REAL ESTATE	*
COMMISSION GUARANTY FUND	*
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* * * * *	* * * * *

**EXHIBIT LIST**

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