

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE COMMISSION *

v. *

MICHAEL T. TISDALE
RESPONDENT

* CASE NO. 2008-RE-220

* OAH NO. DLR-REC-21-09-35430

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated October 1, 2010 having been received, read and considered, it is, by the Maryland Real Estate Commission, this 17th day of November 2010,

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, AFFIRMED;

C. That the Recommended Order be, and hereby is, AMENDED as follows:

ORDERED that the Respondent Michael T. Tisdale violated Md. Bus. Occ. and Prof. Art. §§ 17-322(b)(31), 17-502(b)(1), and 17-603;

ORDERED that all real estate licenses held by the Respondent Michael T. Tisdale be and hereby are SUSPENDED for sixty (60) days;

ORDERED that the Respondent Michael T. Tisdale be assessed a civil penalty in the amount of \$10,000.00, which shall be paid within thirty (30) days of the date of this Proposed Order;

ORDERED that the all real estate licenses held by the Respondent Michael T. Tisdale shall be SUSPENDED if the civil penalty imposed on him in this Order is not paid in full within thirty (30) days, and that this suspension is in addition to, and not in lieu of, the disciplinary suspension;

ORDERED that the records and publications of the Maryland Real Estate Commission reflect this decision.

D. Pursuant to §10-220 of the State Government Article, the Commission finds that the Recommended Decision of the Administrative Law Judge had to be modified. After reviewing the facts as found by the Judge and the conclusions of law made based on those facts, the Commission believes that the appropriate penalty is a sixty-day license suspension and a civil fine in the amount of \$10,000. The Respondent failed to deposit a \$25,000 deposit check given to him by the prospective purchaser. When he was interviewed by the Commission investigator, he justified this failure by claiming that the parties did not have a ratified contract. The Commission agrees with the ALJ's description of this defense as "specious at best." If he truly believed that a contract signed and initialed by all the parties was not a ratified contract, then his competence in the real estate brokerage field must be questioned. It seems more likely that, having held a license since 1987, and presumably having processed a number of

deposits related to contracts, he was simply offering a justification of sorts for his failure to comply with the law. Whatever his reasons, he was in clear violation of Section 17-502(b), one of the fundamental obligations imposed on real estate brokers in this State.

His other violation, allowing an unlicensed individual to provide real estate brokerage services through his brokerage, drew equally unbelievable responses from him. The seller testified that most of his dealings with the brokerage concerning the sale of the properties were with Mr. Belt. Mr. Belt brought him the contract, and discussed it with him. He responded to the seller's questions about the status of the sale, including the buyer's efforts to obtain financing, and he requested an extension of the financing contingency time period. He held himself out as the buyer's agent in an e-mail to the seller. His electronic signature identified him as "Project Manager" of the brokerage. The Respondent, in his written and verbal responses to the Commission, variously described Mr. Belt as "an intern" or an "administrative assistant." He claimed that the seller "seemingly knew" that Mr. Belt was unlicensed, and had the obligation to find out whether that was the case. Again, if the Respondent believed that it was the responsibility of the seller to determine whether an individual acting on behalf of the Respondent's company was licensed, and not his responsibility as a broker, then he has demonstrated a glaring ignorance of the real estate licensing law. The Commission thinks it more likely that he was offering a justification, albeit

misguided, for his non-compliance with the licensing law.

The Commission finds that these two violations are very serious, going as they do to the core of the broker's responsibilities, and that they merit a more severe penalty than that recommended by the ALJ. The responsibility of handling trust money is a key component to the broker's relationship with the consumer public. Consumers entrust their money to the broker, who is required to deposit it promptly, in a separate account from other agency funds. A broker who fails to deposit a check in any amount within the requisite time has violated that trust and must be held strictly accountable. The Respondent here offered "specious at best" reasons for his failure to do so; this in itself is of concern as the law makes no room for excuses, and he as a long-time licensee must be expected to understand and comply without question.

His second violation, that of allowing an unlicensed person to offer real estate brokerage services through his company, is similarly of great concern to the Commission. The premise behind the licensing law is that the public can only be protected by restricting the industry to those who have been trained and tested. Brokers are responsible for ensuring that this is done, and the law makes it both a licensing violation, and a crime, if a broker allows a unlicensed person to perform services through his or her brokerage. Again, the Respondent's explanation, and his effort to make the enforcement of this obligation one for the seller, are "specious at best".

After considering these two very serious violations, and the Respondent's lack of good faith as demonstrated by his inappropriate responses to the Commission and its investigator and by his failure to appear at the hearing, the Commission has concluded that a period of suspension and a substantial civil penalty are warranted. The public simply cannot be protected when a broker fails to comply with his trust money obligations and the rules governing unlicensed practice of real estate.

E. Pursuant to Code of Maryland Regulations (COMAR) 09.01.03.06 those parties adversely affected by this Proposed Order shall have 20 days from the postmark date of the Order to file exceptions and to request to present arguments on the proposed decision before this Commission. The exceptions should be sent to the Executive Director, Maryland Real Estate Commission, 3rd Floor, 500 North Calvert Street, Baltimore, MD 21202.

(COMMISSIONER'S SIGNATURE
APPEARS ON ORIGINAL ORDER)

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Maryland Real Estate Commission

John G. J. Cooke, Commissioner

MARYLAND REAL ESTATE
COMMISSION

v.

MICHAEL T. TISDALE,
RESPONDENT

* BEFORE UNA M. PEREZ,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH CASE No.: DLR-REC-21-09-35430
* MREC FILE No: 08-RE-220

* * * * *

RECOMMENDED DECISION

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

STATEMENT OF THE CASE

On September 19, 2007, David S. Smith (Complainant) filed a complaint with the Maryland Real Estate Commission (REC or Commission), an administrative unit of the Department of Labor, Licensing and Regulation (DLLR), against Michael T. Tisdale, (Respondent), a licensed real estate broker trading as Michael Tisdale Realty. On July 10, 2009, the REC issued a Statement of Charges and Order for Hearing against the Respondent.

On August 11, 2010, I conducted a hearing at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Occ. & Prof. § 17-324 (2010) (Business Occupations Article). Hope Sachs, Assistant Attorney General, represented the REC. Neither the Respondent nor anyone authorized to represent him appeared.¹

¹ See Part I of Discussion, below.

The Administrative Procedure Act, the procedures for Administrative Hearings of the Office of the Secretary of the DLLR, the procedures for Hearings of the Commission, and the OAH Rules of Procedure govern procedure in this case. Md. Code Ann., State Gov't §§10-201 through 10-226 (2009 and Supp. 2010); Code of Maryland Regulations (COMAR) 09.01.02, 09.01.03, 09.11.03, and 28.02.01.

ISSUES

- 1) Did the Respondent violate sections 17-502(b)(1) and/or 17-603(b) of the Business Occupations Article?
- 2) If so, what sanctions are appropriate?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on behalf of the REC:

- REC Ex. #1 Notice of Hearing, May 25, 2010, with July 10, 2009 Statement of Charges and Order for Hearing; certified mail returned "Unclaimed," June 21, 2010
- REC Ex. #2 Licensing Information, printed July 15, 2010
- REC Ex. #3 Real Estate Commission Report of Investigation, April 28, 2009, with Inserts 1-10

The Respondent did not submit any exhibits as he was not present at the hearing.

Testimony

The REC presented the testimony of the Complainant and of William F. Reynolds, REC Investigator. No testimony was offered on behalf of the Respondent.

FINDINGS OF FACT

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

1. At all relevant times, the Respondent was a licensed real estate broker in Maryland under license number 3982464, registration number 01-91121.
2. At all relevant times, the Respondent was the principal of Michael Tisdale Realty.
3. The Complainant is a licensed real estate salesperson in Maryland. He is also a member of Spyder Development, LLC (Spyder), a Maryland limited liability company engaged in the business of buying, selling, managing, renovating, and/or improving real property.
4. In January 2007, Spyder was the owner of certain residential properties located at 2609-2625 Huron Street (the Properties) in Baltimore City.
5. Spyder determined to offer the Properties for sale. The Complainant acted as the seller's agent for this purpose.
6. On or about January 30, 2007, Spyder and Mandisa Turner Watkins (Buyer) entered into a Residential Contract of Sale (Contract) for the Properties. The sales price was \$350,000.00. The Respondent represented the Buyer in the transaction.
7. The Contract called for an initial deposit of \$25,000.00, payable by check, to be held in escrow by the Respondent.
8. On January 29, 2007, the Buyer wrote a check for \$25,000.00, payable to Michael Tisdale Realty (Check), and gave it to the Respondent.
9. The Respondent never deposited the Check into a deposit escrow account.²
10. The Contract was contingent upon the Buyer's obtaining a financing commitment within ten days of the date of contract acceptance.
11. The Contract provided for settlement on March 15, 2007.

² The fate of the Check is not entirely clear, but it is not material to this Decision.

12. In early 2007, the Respondent employed an individual named Rashid Belt (Belt). Belt was not a licensed real estate agent or broker.

13. Most of the Complainant's dealings with the Respondent's brokerage concerning the sale of the Properties were with Belt. Belt brought the Complainant the Contract, discussed it with him, etc. The Complainant believed that Belt was a licensed real estate agent.

14. On February 16, 2007, the Complainant sent Belt an e-mail inquiring about the status of the sale of the Properties. Belt responded by e-mail the same day, conveying detailed information about the Buyer's efforts to obtain financing, referring to "my clients," and requesting an extension of the ten-day financing contingency. The electronic signature identified Belt as "Project Manager" for Michael Tisdale Realty.

15. On or about March 9, 2007, after several fruitless attempts to reach the Respondent and/or Belt, the Complainant received an e-mail indicating that the file could not be found and a release would be forthcoming.

16. On March 13, 2007, the Respondent sent the Complainant by facsimile a copy of a letter from AccuBanc Mortgage to the Buyer, advising that the credit application had been denied because the "work write-up" exceeded the pre-approved dollar amount.³ The Respondent also sent a Release, stating that the financing contingency was "not attainable."

17. The Respondent has no history of statutory or regulatory violations.

18. On May 25, 2010, the OAH sent a Notice of Hearing (Notice) to the Respondent at the following addresses: 1101 Gorsuch Avenue, Baltimore, MD 21218, and 3500 Carsdale Avenue, Baltimore, MD 21207. Both addresses are in the Commission's records.

³ From this, the Complainant inferred that the Buyer was attempting to obtain financing above and beyond the agreed-upon purchase price, to refurbish or develop the Properties. However, the Contract contained an Amendment/Addendum providing that the Properties were being sold in "strictly as-is condition." See REC Ex. #3, Insert 2.

19. The Notice was sent to the Respondent by certified mail and regular mail. The Notice sent by certified mail to the Gorsuch Avenue address was returned to the OAH “unclaimed” by the United States Postal Service. The Notices sent by regular mail were not returned.

20. The Respondent did not contact the OAH to request a postponement of the hearing.

21. The Respondent failed to appear after proper notice.

DISCUSSION

I. The Respondent’s Failure to Appear

Section 17-324 of the Business Occupations Article provides that before the Commission can take any final action against an individual, the individual must be personally served with a hearing notice; or, the hearing notice must be sent by certified mail at least ten days prior to the hearing to the individual’s last known business address. Md. Code Ann., Bus. Occ. & Prof. § 17-324(d) (2010). If the individual, after receiving proper notice of the hearing, fails or refuses to appear, the Commission may hear and determine the matter despite the individual’s absence. Md. Code Ann., Bus. Occ. & Prof. § 17-324(f) (2010).

The record demonstrates, by a preponderance of the evidence, that the OAH sent a Notice of Hearing to the Respondent by certified and first class mail, to two addresses of record with the Commission, at least ten days prior to the hearing. Although the certified mail sent to the Gorsuch Avenue address was returned to the OAH by the United States Postal Service, the other certified mail and the regular mail copies were not returned. As the Respondent received proper notice of the hearing and failed to appear, the Commission was entitled to proceed in the Respondent’s absence. Md. Code Ann., Bus. Occ. & Prof. § 17-324(d), (f) (2010).

II. Alleged Violations

The REC contended first that the Respondent broker, who received a \$25,000.00 deposit check from the Buyer, failed to deposit the check in an escrow deposit account, as required by the Contract and by section 17-502(b)(1) of the Business Occupations Article. Second, the REC contended that the Respondent retained or employed an unlicensed individual, Belt, who provided real estate brokerage services on behalf of the Respondent, in violation of section 17-603(b) of the Business Occupations Article.

A. Applicable Law

The Commission's power to regulate licensees, as pertinent to this case, is as follows:

(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:

...
(31) violates any provision of Subtitle 5 of this title that relates to trust money[.]

Md. Code Ann., Bus. Occ. & Prof. § 17-322(b) (2010).

With regard to the deposit, section 17-502 of the Business Occupations Article provides, in pertinent part:

(b)(1) Except as otherwise provided in subsection (c) of this section, a real estate broker promptly, but not more than 7 business days after the acceptance of a contract of sale by both parties, shall deposit trust money in an account that is maintained by the real estate broker:

- (i) separately from the real estate broker's own accounts; and
- (ii) solely for trust money.

Md. Code Ann., Bus. Occ. & Prof. § 17-502(b) (2010).

Finally, with respect to the employment of Belt, an unlicensed individual, section 17-603 of the Business Occupations Article provides, in pertinent part:

(b) A real estate broker may not retain an unlicensed individual to provide real estate brokerage services on behalf of the real estate broker.

Md. Code Ann., Bus. Occ. & Prof. § 17-603(b) (2010).⁴ For the following reasons, I find that the REC established by a preponderance of the evidence that the Respondent violated both sections 17-502 and 17-603, and is therefore subject to regulatory sanctions and penalties.

B. Trust Money Violation

There is no dispute that the Buyer drew a check for \$25,000.00, payable to Michael Tisdale Realty, as an initial deposit, and that the Contract required that this deposit was to be held in escrow by Michael Tisdale Realty. *See* REC Ex. #3, Insert 2, page 1, and Insert 3.

When the transaction fell through, the Respondent prepared a Release that provided that the deposit was to be returned to the Buyer. REC Ex. #3, Insert 8. When the Complainant received and signed the Release, he wrote that the deposit should be paid to the seller, Spyder. *Id.*; *see also* REC Ex. #3 at 3. In the course of his efforts to recover the deposit money, the Complainant learned that the Respondent had never deposited the Check in an escrow deposit account.

The Respondent did not appear at the hearing, but he provided a written response to the Commission, and also spoke with REC Investigator William Reynolds. REC Ex. #3 at 2-3, and Insert 5. In his letter to the Commission, the Respondent admitted that he did not deposit the Check into his escrow account. REC Ex. #3, Insert 5, paragraph 5. He made the same admission to Mr. Reynolds. REC Ex. #3 at 2.

The Respondent's justification for failing to deposit the Check was that he believed that the parties did not have a ratified contract of sale. *Id.*; REC Ex. #3, Insert 5. The asserted basis for this belief was that the Contract lacked necessary signatures and initials, and that the financing was not obtained within the ten-day period. *Id.*

⁴ Section 17-502 is contained in Title 17, Subtitle 5, Miscellaneous Provisions. Section 17-603 is contained in Title 17, Subtitle 6, Prohibited Acts and Penalties.

The Respondent's claims regarding the lack of signatures or initials are refuted by the Contract itself. REC Ex. #3 at 2, and Insert 2. Although the copy is somewhat faint, every page, including the addenda and the lead paint disclosure, has the initials of both the Buyer and the Complainant. REC Ex. #3, Insert 2.

With regard to the financing contingency, the Contract contains specific provisions as to the Buyer's and Seller's options in the event of the Buyer's failure to obtain financing. REC Ex. #3, Insert 2, paragraph 10. In essence, either party has the option to declare the Contract "null and void" upon written notice to the other party. This paragraph also speaks to the disbursement of the deposit in that event. *Id.*

The cited paragraph does not say that there is no binding contract until financing is obtained. Instead, it provides contractual options for either party to escape, and for disbursement of a deposit as appropriate. It most certainly does not excuse the Respondent from the contractual and legal obligation to place the deposit in a deposit escrow account. *See* REC Ex. #3, Insert 2, paragraph 7.

To the extent he provided it to the Commission, the Respondent's argument that there was no ratified contract or "deal" is without merit. He is an experienced broker of long standing (since 1987). REC Ex. #2. His excuses for failing to deposit the Check are specious at best, in light of the documentation. He did not appear at the hearing to explain his actions or inactions. I find that the REC has met its burden to prove that the Respondent violated section 17-502(b).

C. Employment of Unlicensed Individual

In his letter to the Commission, the Respondent claimed that he employed Belt as an "administrative assistant" and that Belt "was told repeatedly not to answer any questions pertaining to a transaction." REC Ex. #3, Insert 5, paragraph 6. He made essentially the same

statement to Mr. Reynolds, referring to Belt as an “intern.” REC Ex. #3 at 3. He also claimed that the Complainant “seemingly knew” that Belt was unlicensed, and suggested that the Complainant had the obligation to ascertain whether Belt was licensed or not. REC Ex. #3, Insert 5, paragraph 6 and last full paragraph.

These representations are in stark contrast to the e-mail sent by Belt to the Complainant on February 16, 2007, in which Belt held himself out as the Buyer’s agent, referring to “my clients” and providing abundant detail about their attempts to obtain financing, their travel plans, and their desire for an extension of the financing contingency. REC Ex. #3, Insert 6. Belt represented that a certain lender was “confident in the approval of this loan package.” *Id.*

Furthermore, Belt signed the e-mail as “Project Manager” for Tisdale Realty. Whatever “Project Manager” was intended to signify, it is a long way from “intern” or “administrative assistant,” terms the Respondent used to describe Belt in his contacts with the Commission.

There is no dispute that Belt was not a licensed real estate agent in early 2007. I found credible the Complainant’s testimony that he dealt primarily with Belt concerning the underlying transaction. I also find, especially in light of Belt’s e-mail, that the Complainant’s belief that Belt was licensed was reasonable. I find that Belt’s representations in the e-mail, in addition to Belt’s actions as testified to by the Complainant, constitute “real estate brokerage services on behalf of the broker” for purposes of section 17-603 (b). *See* Md. Code Ann., Bus. Occ. & Prof. § 17-101(l) (2010) (definition of “real estate brokerage services”).

The Respondent’s claim to the Commission that he told Belt not to answer any questions about transactions is uncorroborated and of dubious credibility in light of the e-mail. The claim that the Complainant “seemingly knew” that Belt was unlicensed is similarly uncorroborated, and is refuted by the Complainant’s credible testimony at the hearing.

Finally, the Respondent offered no support for his argument that the Complainant had some obligation to discover Belt's licensing status. I find this argument to be without merit. The Respondent did not appear at the hearing to explain his actions with regard to the retention of Belt. I find that the REC has proven that the Respondent violated section 17-603(b).

III. Sanctions

With regard to penalties, section 17-322(c) of the Business Occupations Article provides in pertinent part as follows:

(c) *Penalty.* -- (1) Instead of or in addition to reprimanding a licensee or suspending or revoking a license under this section, the Commission may impose a penalty not exceeding \$5,000 for each violation.

(2) To determine the amount of the penalty imposed, the Commission shall consider:

- (i) the seriousness of the violation;
- (ii) the harm caused by the violation;
- (iii) the good faith of the licensee; and
- (iv) any history of previous violations by the licensee.

Section 17-613(c) contains a similar penalty provision for violations of 17-603. Md. Code Ann., Bus. Occ. & Prof. § 17-613(a)(9), (c) (2010).⁵

The REC argued that an appropriate sanction in this case is a reprimand and the imposition of a \$2,000.00 penalty for the violation of section 17-502(b), and a penalty of \$1,500.00 for the violation of section 17-603(b) (total: \$3,500.00). It stipulated that the Respondent has no prior violations on his record⁶ but argued that his violations in this case were serious and harmful, and that his failure to appear at the hearing showed a lack of good faith.

I agree with the Commission that the violations in this case were serious. The requirement to hold deposit money in escrow is not a gray area, or a matter of judgment; it is

⁵ Under that section, the penalty for a first violation is capped at \$5,000.00.

⁶ Counsel for the REC indicated there may be other pending violations; I cannot and do not consider the pendency of other unspecified violations.

black letter law. The public must be able to have confidence that deposit funds will be held in escrow until the transaction is completed or the deposit is returned or forfeited, as appropriate. The Respondent's communications with the Commission reflect a complete lack of appreciation of the seriousness of the legal duty to safeguard deposit trust money.

Retaining an unlicensed individual to work in a real estate brokerage is also a serious violation. Belt was not subject to the same requirements and regulatory oversight as a licensed agent or broker, thereby depriving the public of necessary protection. While the question whether certain activities by an unlicensed individual do or do not constitute "real estate brokerage services" might be debatable in a particular case, the Respondent did not argue that Belt was licensed or that Belt did not provide such services—he simply blamed Belt and the Complainant. It is clear from the evidence that Belt was the Respondent's "front man" for this transaction; Belt was so convincing that the Complainant, himself a licensed agent, believed he was dealing with another licensed agent.

With regard to harm, the Respondent's violation of section 17-502(b) deprived the Complainant of recourse against the deposit, as at least contemplated by the Contract. The harm resulting from the violation of section 17-603 is more attenuated; the Commission does not contend that the transaction failed because of Belt's involvement. Nevertheless, it is evident that the Complainant relied on Belt's representations as to the progress of the transaction, and did not learn the true state of affairs until he contacted the loan officer on March 13, 2007, two days before settlement was scheduled. *See* REC Ex. #3, Insert 1.

I agree with the REC that the Respondent's failure to appear at the hearing shows a lack of good faith, especially in light of his self-serving and disingenuous representations, at variance with the documentary evidence, to the Commission.

In light of the statutory factors, and despite Respondent's lack of previous violations, I find that a reprimand and a \$3,500.00 penalty (\$2,000.00 for the violation of section 17-502(b) and \$1,500.00 for the violation of section 17-603(b)) are appropriate in this case.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Respondent violated sections 17-502(b) and 17-603(b), and is subject to sanctions under sections 17-322(b)(31) and (c), and 17-613(c), of the Business Occupations Article.

I further conclude as a matter of law that an appropriate sanction in this case is a reprimand and the imposition of a penalty of \$2,000.00 for the violation of section 17-502(b) and \$1,500.00 for the violation of section 17-603(b) (total: \$3,500.00). Md. Code Ann., Bus. Occ. & Prof. §§ 17-322 and 17-613 (2010).

RECOMMENDED ORDER

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

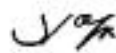
ORDER that the Respondent, Michael T. Tisdale, be reprimanded and required to pay a \$3,500.00 civil penalty for violating sections 17-502(b) and 17-603(b) of the Business Occupations Article; and

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

ADMINISTRATIVE LAW JUDGE'S SIGNATURE
APPEARS ON ORIGINAL ORDER

October 1, 2010
Date Decision Mailed

#116932
UMP/ch

Una M. Pérez 
Administrative Law Judge

**MARYLAND REAL ESTATE
COMMISSION**

v.

**MICHAEL T. TISDALE,
RESPONDENT**

*** BEFORE UNA M. PEREZ,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH CASE No.: DLR-REC-21-09-35430
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*** * * * ***

FILE EXHIBIT LIST

I admitted the following exhibits on behalf of the REC:

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DLLR

STATE OF MARYLAND

DEPARTMENT OF LABOR, LICENSING AND REGULATION

MARTIN O'MALLEY, Governor
ANTHONY G. BROWN, Lt. Governor
ALEXANDER M. SANCHEZ, Secretary

Division Occupational & Professional Licensing
Stanley J. Botts, Commissioner

DLLR Home Page: www.dllr.state.md.us/license/occp/comm.html
MREC E-mail: mrec@dllr.state.md.us

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
FIRST CLASS MAIL

November 17, 2010

Mr. Michael T. Tisdale
Michael Tisdale Realty
3500 Carsdale Avenue
Baltimore, Maryland 21207

RE: Maryland Real Estate Commission v. Michael T. Tisdale
Case No. 2008-RE-220

Dear Mr. Tidale:

Enclosed is the copy of the Proposed Order of the Commission issued on behalf of MREC v. Michael T. Tisdale heard by an Administrative Law Judge on August 11, 2010.

The Respondent has the right to file Exceptions to the Proposed Order and to present Arguments to the Commission. Written exceptions to the Proposed Order or a request to present Arguments must be filed with the Commission within 25 days from the date of this letter.

Should the Respondent fail to make his Exceptions and request to present Arguments known to the Commission within the time specified, the Proposed Order of the Commission shall be deemed final and shall become effective 30 days thereafter. This additional period is to allow time should the Respondent desire to file in a Court of Law.

Sincerely,

(COMMISSIONER'S SIGNATURE
APPEARS ON ORIGINAL ORDER)

Executive Director

KFC/bai

Enclosure: Copy of Proposed Order

