

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

*

* CASE NO. LABOR-REC-24-23-14429

v.

* AGENCY NO. 2021-RE-571

TIMON MITRAKAS

BANG REALTY

*

2939 Vernon Place

Cincinnati, OH 45219

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CONSENT ORDER AND SETTLEMENT AGREEMENT

This matter comes before the Maryland Real Estate Commission (“Commission”) as the result of a complaint and Guaranty Fund claim filed against the Respondent Real Estate salesperson Timon Mitrakas, license registration number 05-506065 (“Respondent”). Based on the complaint and an investigation, the Commission issued a Statement of Charges and Order for Hearing dated May 25, 2023, and transmitted this matter to the Office of Administrative Hearings for a hearing. To resolve this matter without a formal hearing, the Commission and the Respondent have agreed to enter into this Consent Order and Settlement Agreement to provide for the imposition of disciplinary measures which are fair and equitable in these circumstances, and which are consistent with the best interest of the people of the State of Maryland.

The Commission and the Respondent agree and stipulate as follows:

1. At all times relevant to the matters set forth in this Consent Order and Settlement Agreement, the Commission has had jurisdiction over the subject matter and the Respondent.
2. The Respondent is a real estate salesperson and holds real estate salesperson’s license number 05-506065.
3. Robert and Nick Murphy (collectively “Claimants”) are members of Workhorse Contracting, LLC (“Workhorse”). On or about December 11, 2019, the Claimants made an offer to seller Max Cap, Inc. (“Seller”) to purchase 2105 Singer Road, Joppa,

Maryland 21085 (“the Property”), which the Seller ratified on December 16, 2019 (“Ratified Contract”). The Claimants were represented by buyers’ agent Tammi Reeder, a licensed real estate salesperson affiliated with Re/Max First Choice. The Seller was continuously represented by seller’s agent Timon Mitrakas, a licensed real estate salesperson who, at the time of these transactions, was affiliated with Re/Max Pros Germantown.

4. On or about December 16, 2019, the Seller and Workhorse signed an addendum indicating the Property was sold in “as is” condition without any inspections. However, the Seller was required to comply with Section 10-702 of the Maryland Real Property Article requiring a Residential Property Disclosure and Disclaimer.
5. On or about January 10, 2020, the Parties completed settlement. As Workhorse began renovations to the Property, the Claimants contracted Chavis Septic Service (“Chavis”) to inspect the Property’s septic system. On or about April 16, 2020, a Chavis employee informed the Claimants that the Property was previously tested on October 7, 2019. At that time, the septic system on the Property failed the field drain test.
6. On or about April 16, 2020, the Claimants learned that the October 7, 2019 septic inspection for the Property was request by real estate salesperson Tamara Arguello. Ms. Arguello represented Juan’s Family Construction, LLC (“Juan’s Family”) as the buyer’s agent in its offer to purchase the Property.
7. On or about October 7, 2019, Juan’s Family requested a credit of \$15,000 from the Seller in lieu of repairs to the septic system. Attached to the request, Juan’s Family submitted an email to the Respondent indicating “results of inspection: septic failed, tank is not draining at a satisfactory rate to drain fields. Drain fields are original, replacement required.”
8. On or about October 7, 2019, Juan’s Family elected to terminate its contract to purchase the Property based on its dissatisfaction with the inspection results.
9. It is alleged that the Respondent knew or should have known that the Property’s septic system was deficient, a latent defect which was a material fact about the Property. It is further alleged that the Respondent did not disclose this material fact to the Claimants.
10. Based on the facts described above, the Commission alleged in the May 25, 2023 Statement of Charges and Order for Hearing that the Respondent violated the Maryland Real Estate Broker’s Act (“Act”), Md. Code Ann., Bus. Occ. & Prof. Art. §17-322(b)(4), (25), and (33), and COMAR 09.11.02.01D.

11. The Respondent admits that he violated COMAR 09.11.02.01D and consents to the entry of an Order that he has violated COMAR 09.11.02.01D. As a civil monetary penalty, he agrees to pay to the Commission One Thousand Five Hundred Dollars (\$1,500). The civil monetary penalty is to be paid immediately upon the Respondent's execution of this Consent Order and Settlement Agreement.
12. Moreover, the Respondent agrees to complete one additional education course. The education course selected by the Commission is Brokerage Relationships and Disclosures. The Respondent has sixty (60) days from the execution of this Consent Order and Settlement Agreement to complete this education course and provide sufficient documentation of its successful completion to the Commission.
13. The Respondent agrees to pay the Claimants, Robert and Nick Murphy, the sum of Forty Thousand Dollars (\$40,000) by check(s) and make arrangements for prompt delivery of the check(s) to the Claimants.
14. Upon receiving proof of issuance of checks for the sums of \$1,500 and \$40,000, and arrangements for prompt delivery to the Commission and the Claimants respectively, the Commission agrees to dismiss the May 25, 2023 Statement of Charges and Order for Hearing.
15. Should the Respondent fail to make payment to either the Commission or to the Claimants as set forth in this Consent Order and Settlement Agreement, or should the Respondent fail to successfully complete the additional education class as set forth in this Consent Order and Settlement Agreement, the Respondent agrees that any Commission issued real estate licenses held by the Respondent shall be automatically suspended and continue to be suspended until such date as the aforementioned payments have been received and/or the additional education class is successfully completed.
16. The Respondent enters into this Consent Order and Settlement Agreement knowingly, voluntarily, willingly, and with the advice of counsel. The Respondent expressly waives the right to an administrative hearing before the Office of Administrative Hearings on the charges, the making of Findings of Fact and Conclusions of Law by an administrative law judge, any and all further proceedings before the Commission and any rights to appeal from this Consent Order and Settlement Agreement.
17. The Commission agrees to accept this Consent Order and Settlement Agreement as the full and final resolution of Case No. LABOR-REC-24-23-14429 against Timon Mitrakas.

BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 22nd
DAY OF August, 2023 BY THE MARYLAND REAL ESTATE
COMMISSION:

ORDERED that the Respondent shall have issued and make arrangements for the prompt delivery to the Commission the sum of \$1,500 by check immediately upon the Respondent's execution of this Consent Order and Settlement Agreement; and it is further

ORDERED that the Respondent shall complete one additional education course. The education course selected by the Commission is Brokerage Relationships and Disclosures. The Respondent has sixty (60) days from the execution of this Consent Order and Settlement Agreement to complete this education course and provide sufficient documentation of its successful completion to the Commission; and it is further

ORDERED that the Respondent shall have issued and make arrangements for the prompt delivery to Robert and Nick Murphy the sum of \$40,000 by check(s) immediately upon the Respondent's execution of this Consent Order and Settlement Agreement; and it is further

ORDERED that upon proof of issuance of a check for the sum of \$1,500 and arrangements for its prompt delivery to the Commission, and that upon proof of issuance of check(s) for the sum of \$40,000 and arrangements for its prompt delivery to the Claimants, the Commission shall dismiss the May 25, 2023 Statement of Charges and Order for Hearing; and it is further

ORDERED that should the Respondent fail to have issued a check and make arrangements for its prompt delivery to the Commission as set forth in this Consent Order and Settlement Agreement, or should the Respondent fail to have issued check(s) and make arrangements for prompt delivery to the Claimants as set forth in this Consent Order and Settlement Agreement, or should the Respondent fail to successfully complete the additional education class as set forth in this Consent Order and Settlement Agreement, the Respondent's license shall be automatically suspended and continue to be suspended until such date as the payment has been received by the Commission and/or the Claimants, and/or the additional education class is successfully completed; and it is further

ORDERED that the Commission's records and publications reflect the terms of the Consent Order and Settlement Agreement.

**MARYLAND REAL ESTATE COMMISSION
SIGNATURE ON FILE**

By:

**MICHAEL KASNIC
EXECUTIVE DIRECTOR**

~~AGREED~~
SIGNATURE ON FILE

Tinton/Mitrakas, Respondent

08/22/23

DATE