IN THE MATTER OF THE CLAIM	*	**BEFORE MICHELLE W. COLE,**
OF THOMAS HUCKER,	*	**AN ADMINISTRATIVE LAW JUDGE**
CLAIMANT	*	**OF THE MARYLAND OFFICE**
AGAINST THE MARYLAND HOME	*	**OF ADMINISTRATIVE HEARINGS**
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF JOSE ARGUETA	*	
REYES T/A REYE'S	*	
CONSTRUCTION GROUP, LLC,	*	**OAH No.: LABOR-HIC-02-20-00089**
RESPONDENT	*	**MHIC No.: 19 (05) 1214**

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PROPOSED DECISION

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STATEMENT OF THE CASE

On June 21, 2019, Thomas Hucker (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department),[1] for reimbursement of $11,390.13[2] in actual losses allegedly suffered as a result of an incomplete home improvement by Jose Argueta Reyes, trading as

[1] On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation became the Department of Labor.
[2] During the hearing, the Claimant amended this amount to $8,970.13.

Reye's Construction Group, LLC (Respondent).[3] Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).[4] On December 20, 2019, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a remote hearing on November 25, 2020 at the Office of Administrative Hearings (OAH). Md. Code Ann., Bus. Reg. § 8-407(a), (c); Code of Maryland Regulations (COMAR) 09.08.03.03A. Andrew Brouwer, Assistant Attorney General, Department, represented the Fund. The Claimant represented himself. The Respondent represented himself.

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. 2020); 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 the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

Unless otherwise noted, I admitted the following exhibits on the Claimant's behalf:

Cl. Ex. 1 Chart of Repairs,[5] undated

Cl. Ex. 2 Contract, January 19, 2016

Cl. Ex. 3 Copy of check, May 31, 2016

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[3] The Respondent's business name has changed during the pendency of this case.
[4] Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.
[5] Admitted except for the references to Yelp.

Cl. Ex. 4	Copy of check, August 5, 2016
Cl. Ex. 5	Copy of check, February 7, 2017
Cl. Ex. 6	Invoice, Michael Hancock Construction, March 1, 2018
Cl. Ex. 7	Proposal, Floor Max, December 11, 2017
Cl. Ex. 8	Receipt, Michael Hancock Construction, December 31, 2017
Cl. Ex. 9	Home Comfort Retail Installment Agreement, February 2018
Cl. Ex. 10	BGE Home Statement, February 27, 2019
Cl. Ex. 11	Final Invoice, First Impression Hardscapes, June 19, 2018; Copy of check, April 12, 2018; Copy of check, September 19, 2018
Cl. Ex. 12	Invoice, Electracon, Inc., March 16, 2018; Copy of Check, April 11, 2018
Cl. Ex. 13	Invoice, Michael Hancock Construction, November 14, 2018; Copy of check, November 14, 2018
Cl. Ex. 14	Photographs
Cl. Ex. 15	Not Admitted
Cl. Ex. 16	Department Registration Inquiry Screens, April 3, 2019
Cl. Ex. 17	Not Offered

The Respondent did not offer any exhibits for admission into evidence at the hearing.

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

GF Ex. 1	Hearing Order, December 10, 2019
GF Ex. 2	Notice of Remote Hearing, September 2, 2020
GF Ex. 3	Notice of Remote Hearing, March 3, 2020
GF Ex. 4	Notice of Hearing, January 28, 2020
GF Ex. 5	Letter from the MHIC to the Respondent, July 9, 2019; Home Improvement Claim Form, June 21, 2019
GF Ex. 6	Department Registration Inquiry Screens, September 18, 2020

GF Ex. 7 Notice of Remote Hearing, September 21, 2020

Testimony

The Claimant testified and presented the testimony of his wife, Amy Fortin.

The Respondent testified on his own behalf.

The Fund did not present any witness testimony at the hearing.

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 the MHIC.

2. On January 19, 2016, the Claimant and the Respondent entered into a Contract to convert the existing garage into family room living space and to construct a storage shed.

3. The Respondent agreed to perform the following work under the Contract for the garage renovation:

- Remove garage door
- Create a brick wall 35 inches from the existing floor of concrete, install an energy-efficient window with security lock (specify size) (owner provided) and close the rest of the space with brick
- Create a space for two, energy-efficient windows 36" each with security lock (owner provided) on west wall of the space (brick wall) at the entry
- Contractor to provide drawings for proposed window installations
- Install windows with frame (PVC/wood material) and caulk windows
- Create a new insulate (specify insulate) floor 8 inch from the concrete
- Bring floor to level with existing home (Please provide a drawing)
- Make the existing door into a window (owner provided) on the east side of the space
- Do the frame for the floor with 2 X 6 and install new plywood
- Frame out the walls
- Do the electrical work including installation of outlets (32" off ground)
- Install insulation with an R-49 rating from the attic
- Install insulation (R-49) between rafters and finish the ceiling **keeping the cathedral shape**
- Install two wood desks on the east side of the room in the alcove (to customer specification) architect specification
- Prime and paint the desks

- Install temper glass overlay on the desks
- Install lighting (owner provided) above the desks architect recommendation
- Build 4-5 wood cubbies to customer specification along the interior wall facing the garage door (install electrical outlets per cubbies with the hardware)
- Prime and paint the cubbies (or consider pre-primed)
- Install a T brace to support the ceiling fan
- Install ceiling fan (OP)
- Test ceiling fan for any flux movement after installation on both forward and reverse/winter summer settings
- Install recessed lights (4" Insulated Contact cans, LED and dimmer) into the drywall of finished ceiling – Contractor to provide a drawing for lights
- Install speakers in the ceiling (explore options)
- Install baseboard
- Enlarge the entry doorway (12" plus)
- Install AC and heat ducts in center of the room
- Install Mitsubishi overall conditioning unit for the space
- Update the subfloor for hardwood
- Install hardwood match as existing
- Prime and paint (2 coats) of OP paint throughout the space
- Cleaning will be done on a daily basis to ensure safety of children in home

(Cl. Ex. 2 (emphasis in original)).

4. The Respondent agreed to perform the following work under the Contract for construction of the storage shed:

- [Claimant] will get permit for the shed
- Build the platforms [and] the decking to seat the new shed
- Build the frame walls
- Install new roof
- Install waterproof paper
- Install two doors 36 inches
- Install new siding (customer will select the color)
- Bring power to shed
- Install lighting per owner specification – standard light
- Cleaning should be done on a daily basis to ensure safety of the children in home

(Cl. Ex. 2).

5. The original agreed-upon Contract price was $27,500.00, to be paid in three installments.

6. On May 31, 2016, the Claimant paid the Respondent $9,166.00.

7. Work under the Contract started on June 28, 2016 and was supposed to be completed within five weeks.

8. On August 5, 2016, the Claimant paid the Respondent $9,166.00.

9. In response to the Respondent's request for advance payment of the final installment, on February 7, 2017, the Claimant paid the Respondent $4,583.00 (half the remaining installment amount).

10. Sometime after receiving the partial third payment, the Respondent stopped working on the Claimant's renovation.

11. The Claimant and his wife made several attempts to contact the Respondent in order to arrange for completion of the renovation without success. The Respondent did not respond to texts or telephone calls.

12. When the Respondent stopped working, the renovated room was unfinished. The heating and air conditioning ducts were installed, but the Mitsubishi conditioning unit was not. The outlets were exposed. The floor was not sanded or finished.

13. On an unknown date, the shed collapsed.

14. The Claimant hired contractors to finish the renovation and to perform additional work within the home.

15. On December 11, 2017, FloorMax submitted a proposal for completing sanding and finishing of the floor in the renovated space, the kitchen, dining room, living room, and foyer. The estimate for the "new addition" was $1,080.00. (Cl. Ex. 7).

16. On April 11, 2018, the Claimant paid $2,057.00 to Electracon, Inc. for electrical work to finish the renovated space.

17. On November 14, 2018, the Claimant paid $500.00 to Michael Hancock Construction, LLC, to install supports and finish the shed construction.

18. The Claimant paid $4,588.00 to BGE Home Products to install a ductless HVAC unit.

19. The Claimant paid $4,025.00 to First Impression Hardscapes to install pervious pavers and perform landscaping.

20. The Claimant paid $1,030.13 to Michael Hancock Construction to perform carpentry and repair brickwork.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

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) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor."). "'[A]ctual loss' means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Md. Code Ann., Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Claimant contends that he has suffered an actual loss as the result of an incomplete and inadequate home improvement by the Respondent. He noted various deficiencies in the

Respondent's work and reviewed photographs and estimates for work performed by other contractors to complete the project. He included a summary, listing the costs to repair and complete the following work: patching holes and refacing walls, sanding and finishing floor, finishing carpentry and repairing brickwork, installing ductless HVAC unit, installing pervious pavers and landscaping, completing electrical work, and fixing floor of shed, installing support posts.

The Claimant's wife also testified at the hearing and concurred with the Claimant's testimony. She added that she and the Respondent talked about some changes to the Contract, but that changes were never included in the Contract. Further, she reported making at least twenty attempts to contact the Respondent by text and telephone after he stopped working at the property with no response.

The Respondent largely did not dispute the evidence presented by the Claimants. He agreed that there was work remaining on the project when he stopped working, including finishing the interior walls of the renovated space, installing the fan and conditioning unit,[6] and finishing the floors. He reported that some of the delays in completing the renovation resulted from problems with the electrician. He also reported personal financial problems because of an unexpected surgery, a new baby, and his divorce. He stated that he needed the final payment to complete the renovation, but was unable to do so because the Claimant did not release the final funds and he was awaiting additional payment before continuing with the work. The Respondent agreed that he talked to the Claimant's wife about making the area outside of the renovated room look nice by creating flower beds, but never included this in the Contract. He stated that this work was not included in the agreed-upon cost and that he could not perform the additional work

[6] The duct work for the HVAC system was completed when the Respondent stopped working.

without further payment. Finally, the Respondent questioned the estimates provided by other contractors and argued that these estimates were excessive based on his assessment of the work remaining when he stopped working. He claimed that 98% of the work under the Contract was completed when he stopped working.

Is the Claimant barred from recovering from the Fund?

Certain claimants are excluded from recovering from the Fund altogether. In this regard, a claimant must prove that: (1) the claimant resides in the home as to which the claim is made, or owns no more than three dwelling places; (2) the claimant is not an employee, officer or partner of the contractor; or the spouse or other immediate relative of the contractor or the contractor's employees, officers or partners; (3) the work at issue did not involve new home construction; (4) the claimant did not unreasonably reject the contractor's good faith effort to resolve the claim; (5) the claimant complied with any contractual arbitration clause before seeking compensation from the Fund; (6) there is no pending claim for the same loss in any court of competent jurisdiction and the claimant did not recover for the actual loss from any source; and (7) the claimant filed the claim with the MHIC within three years of the date the claimant knew, or with reasonable diligence should have known, of the loss or damage. Md. Code Ann., Bus. Reg. §§ 8-405(c), (d), (f), (g), 8-408(b)(1); Md. Code Ann., Bus. Reg. § 8-101(g)(3)(i) (Supp. 2020).

The undisputed evidence in this case establishes there are no *prima facie* impediments barring the Claimant from recovering from the Fund. There is no argument to the contrary, and the evidence establishes that the Claimant resides in the home as to which the claim is made; that he has never been an employee, officer or partner of the Respondent and is not related to any of the Respondent's employees, officers or partners; that the home improvement was not new home construction; that the Claimant did not reject any good faith effort by the Respondent to resolve

the claim; that the Claimant has not taken any other legal action to recover monies for any actual loss in connection with the Respondent's work; and that there is no arbitration clause in the Contract.

Likewise, the evidence supports a conclusion that the Claimant timely filed his claim with the MHIC on June 27, 2019. Even though, under the terms of the Contract, the Respondent was supposed to finish the renovation within five weeks of the signing of the Contract in May 2016, the Claimant indicated on the Complaint form that work was performed between May 2016 and September 2017. Moreover, the Claimant testified that the Respondent stopped working at the Claimant's home sometime following the final payment on February 7, 2017, and he and his wife made several attempts to contact the Respondent after he stopped working in attempts to have him return to work. As such, the Claimant filed his complaint within three years of the date he had knowledge of the incomplete home improvement. I conclude that the Claimant is statutorily eligible to recover compensation from the Fund.

Did the Claimant establish an actual loss as the result of an unworkmanlike, inadequate or incomplete home improvement by the Respondent?

On the date of the hearing, the Claimant submitted his exhibits electronically, which he reviewed during his own testimony. Largely, he reported general work that was performed by other contractors to complete the home improvement. He presented estimates and invoices to show the costs for this work. As to each estimate or invoice, he testified that he hired by the particular contractor to complete the Respondent's incomplete or inadequate renovation in that area. He also presented a summary, identifying costs to repair and complete the following work: patching holes and refacing walls, sanding and finishing floor, finishing carpentry and repairing brickwork, installing ductless HVAC unit, installing pervious pavers and landscaping, complete electrical work, and fixing floor of shed, installing support posts. He did not present any expert

testimony regarding the amount of work remaining under the Contract when the Respondent stopped working or what specific work was required to complete the renovation according to the Contract. The Claimant also presented photographs, which he stated demonstrated the Respondent's incomplete and inadequate work. However, much of the photographic evidence was not coupled with testimony as to what was wrong according to the Contract, whether the work comported with professional or industry standards, or what work was required to remedy the alleged deficiencies.

The Respondent did not dispute that he failed to complete the renovation. Rather, he challenges the Claimant's evidence regarding the amount of work that still needed to be done to complete the renovation and the estimated costs to complete the renovation. He described the work he completed under the Contract, reporting that 98 percent of the project was completed when he stopped working. He stated that the estimates provided to complete the renovation were excessive considering the amount of work remaining. Finally, he argued that he should not be held responsible for the Claimant's claim because Reye's Construction was no longer an "active" business.

As a preliminary matter, I reject the Respondent's claim that he cannot be held liable for deficient or incomplete work because the name of his construction company has changed. There is no dispute that the Respondent performed work under a Contract that he entered with the Claimant. At the time of the Contract, the Respondent was a licensed home improvement contractor under the MHIC.

Based on the evidence, I conclude that the Claimant has established an actual loss based on an incomplete renovation. However, I agree with the Respondent that the summary of costs provided by the Claimant fails to accurately represent the actual loss sustained by the Claimant

as a result of acts or omissions by the Respondent. As set forth above, the Claimant presented evidence showing that he entered into a Contract with the Respondent to complete a renovation of the Claimant's garage into living space, which was not completed when the Respondent stopped working on the renovation. Further, the Contract called for construction of a storage shed, which collapsed shortly after it was constructed and required additional supports to complete the shed construction. When the Respondent failed to complete the renovation, the Claimant hired other contractors to complete the unfinished work.

While it is clear that some portion of work on the renovated area was incomplete when the Respondent stopped working, I conclude that the Claimant has failed to establish that all of the work performed by other contractors, as set out in his summary, was necessary to repair deficiencies in the Respondent's work or to complete the renovation. For instance, the evidence does not support the Claimant's claim that he suffered an actual loss as a result of the Respondent's carpentry and brickwork, installation of the ductless HVAC unit, or installation of pavers and landscaping, which I find is additional work outside of the Contract. The testimony failed to establish that the Respondent's carpentry or brickwork was incompetent or that there was additional construction required in this area under the Contract when the Respondent stopped working. Further, while the Contract included installation of "AC and heat ducts in the center room" and installation of "Mitsubishi overall conditioning unit for the space," there was no testimony to explain how the installation of a "ductless" HVAC unit constituted completion of work under the Contract. Likewise, even though the parties agreed that they had discussed additional work by the Respondent on the exterior area, they did not agree on what was included in that work, and no agreement was ever recorded in the Contract. The Claimant's evidence does not establish an actual loss with regard to these items. The fact that the Claimant paid another

contractor to perform work does not establish an actual loss based on the Respondent's inadequate or incomplete home improvement.

Largely based on the Respondent's testimony regarding specific areas which were not completed when he stopped working on the renovation, I conclude that the evidence supports the Claimant's claim that he sustained an actual loss with regard to finishing the walls and flooring in the renovated room and finishing the electrical work. Because there was very little evidence presented on what work under the Contract remained at the time that the Respondent stopped working, I rely on the Claimant's and Respondent's testimony and the Claimant's photographs in making a determination on this point. In criticizing the amount of the estimates presented by the Claimant at the hearing, the Respondent agreed that certain work was not completed by him, such as exposed electrical outlets, installation of the fan, and unfinished floors. Further, the Respondent testified that he was waiting on additional payment from the Claimant before he installed the Mitsubishi conditioning unit. Accordingly, I conclude that the evidence supports the Claimant's claim that the following items listed in the Claimant's summary were incomplete: patching and finishing of the walls in the renovated room, sanding and finishing the floor in the renovated room, completing electrical work, and installing the Mitsubishi conditioning unit. I also find the Claimant's report, that he had to hire another contractor to install supports in the shed because it had collapsed, to support a conclusion that the shed construction also was incomplete when the Respondent stopped working. I conclude that the Claimant has established an actual loss based on the incomplete home improvement of the above items and is eligible for compensation from the Fund.

What is the amount that the Claimant is entitled to recover from the Fund?

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. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work:

> (a) 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.
>
> (b) If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor.
>
> (c) If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(a)-(c).

None of the three regulatory formulas is appropriate in this case. The Respondent did not abandon the contract without doing any work, so that formula is inapplicable. COMAR 09.08.03.03B(3)(a). The Claimant hired other contractors to complete or remedy the Respondent's work, so the formula in which a claimant is not soliciting another contractor to complete the contract is also not applicable. COMAR 09.08.03.03B(3)(b). While the

Respondent performed some work under the Contract and the Claimant has retained other contractors to complete that work, I conclude that COMAR 09.08.03.03B(3)(c) fails to appropriately measure the Claimant's actual loss because the contractors who were hired by the Claimant to complete the renovation performed additional work outside the scope of the Contract, but did not separate out the costs to complete the Respondent's remaining work under the Contract. As such, a calculation under COMAR 09.08.03.03B(3)(c) would not appropriately establish the Claimant's actual loss. Accordingly, I find the appropriate measure of the Claimant's compensable actual loss to be the agreed-upon Contract price, less payments made to the Respondent: $4,585.00; which represents the final payment due to the Respondent to complete work under the Contract.

The Claimant contends that his actual loss is $8,970.13. He states that this amount represents his actual loss based on the payments he made to other contractors to repair and complete the Respondent's work under the Contract. He provided a summary of costs as follows:

$275.00	Patching holes and refacing walls
$1,080.00[7]	Sanding and finishing floor
$1,030.13	Finishing carpentry and repairing brickwork
$4,588.00	Installing ductless HVAC unit
$4,025.00	Installing pervious pavers and landscaping
$2,057.00	Complete electrical work
$500.00	Fixing floor of shed, installing support posts
$13,555.13	

Applying this figure to the calculation as set forth under COMAR 09.08.03.03B(3)(c), the Claimant claims that his actual loss is $8,970.13.[8] As already stated, I am not persuaded that this

[7] At the hearing, the Claimant amended this amount to exclude flooring costs which were not part of the Respondent's Contract.
[8] The attorney for the Fund accepted the Claimant's calculation, and recommended reimbursement in the amount of $8,970.13.

figure accurately represents the actual loss because it includes costs for work performed by other contractors which is not included in the Contract and was not required to complete the incomplete home improvement.

The Claimant's evidence establishes an actual compensable loss in the amount of $3,912.00, based on items which the Respondent agreed were incomplete, and for which the invoices match.[9] However, the evidence also supports a compensable loss for remaining work to install the external Mitsubishi conditioning unit. I do not find the Claimant's evidence consisting of an invoice for installation of a ductless HVAC system helpful to a determination on the cost to complete the installation. Because the parties agreed on the original Contract price, and I conclude that the Claimant's actual loss represents the costs to complete the renovation, I find that the original Contract price, less payments made to the Respondent, in the amount of $4,585.00, better represents the compensable actual loss.

The Business Regulation Article caps a claimant's recovery at $20,000.00 for acts or omissions of one contractor and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than $20,000.00. Therefore, the Claimant is entitled to recover his actual loss of $4,585.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of $4,585.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover

[9] This figure includes the costs for patching holes and refacing walls ($275.00), sanding and finishing the floor ($1,080.00), completing electrical work ($2,057.00), and installing support posts in the shed ($500.00).

$4,585.00 from the Fund. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5) (2015); COMAR 09.08.03.03B(3)(c); COMAR 09.08.03.03D(2)(a).

RECOMMENDED ORDER

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

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant $4,585.00; 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;[10] and

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

February 22, 2021
Date Decision Issued

Michelle W. Cole
Administrative Law Judge

MWC/kdp
#190641

[10] *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 2nd day of June, 2021, 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
Chairman
Panel B
MARYLAND HOME IMPROVEMENT COMMISSION