

**BEFORE THE MARYLAND REAL ESTATE COMMISSION**

MARYLAND REAL ESTATE COMMISSION :  
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 v. :  
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 LOIS ALBERTI, : Agency Case No. 2020-RE-294  
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 Respondent :  
 :  
 :  
 and :  
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 :  
 CLAIM OF LUCY ASHLEY CURRIE :  
 AGAINST THE REAL ESTATE GUARANTY :  
 FUND :

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**CONSENT ORDER AND SETTLEMENT AGREEMENT**

**Introduction, Procedural Background, and Recitals**

WHEREAS, this matter comes before the MARYLAND REAL ESTATE COMMISSION (sometime hereinafter, the "Commission") as the result of a complaint and Guaranty Fund claim filed by LUCY ASHLEY CURRIE ("Claimant") against LOIS ALBERTI, license registration number 01-667696 ("Respondent").

WHEREAS, based on the complaint, and a subsequent Commission investigation, the Commission issued a July 10, 2023 Statement of Charges and Order for Hearing (sometimes hereinafter the "Statement of Charges") and transmitted this matter to the Office of Administrative Hearings for a hearing on the regulatory charges and the Guaranty Fund claim.

WHEREAS, to resolve this matter without a formal hearing, the Commission, Respondent, and Claimant (collectively, the "Parties") have agreed to enter into this Consent Order and Settlement Agreement ("Consent Order") consistent with the best interests of the citizenry of the State of Maryland and in accordance with the terms herein set forth.

**Agreement and Stipulation**

NOW THEREFORE, the Parties agree and stipulate as follows:

1. The Commission licenses Respondent as a real estate salesperson with registration number 01-667696. At all times relevant to the matters set forth in this Consent Order, the Commission has had jurisdiction over the subject matter pertinent thereto and over Respondent.

2. The Statement of Charges against Respondent arise out of a Residential Contract of Sale dated September 28 2018 and fully executed on September 29, 2018, pertaining to real property located at 748 Battle Avenue, Aberdeen, Maryland 21001 together with the improvements thereupon (the "Property"), and executed by Claimant as "Buyer" and by Respondent on behalf of BEHB LLC as "Seller."
3. The Statement of Charges alleges that "at the time of this transaction, the Respondent was licensed as a real estate salesperson in the state of Maryland, and was the listing agent as well as the owner of the Property."
4. The Statement of Charges alleges that "the Complainant had a home inspection performed at the Property which revealed many issues."
5. The Statement of Charges alleges that "[s]everal of the issues that Respondent agreed to correct required permits to be pulled."
6. The Statement of Charges alleges that "[n]either Respondent nor the contractor hired by the Respondent to complete the repairs pulled any permits."
7. The Statement of Charges alleges that "Respondent informed the Complainant that the work she had agreed to complete had in fact been completed."
8. The Statement of Charges alleges that "after settlement it was discovered that many of the repairs had not in fact been completed in a workmanlike manner."
9. The Statement of Charges alleges that "some of the outstanding issues included a leaking roof, sump pump piping incorrectly installed which has resulted in at least 3 episodes of basement flooding, and the floor being spongy in numerous areas."
10. The Statement of Charges alleges that "these conditions have rendered the property nearly uninhabitable."
11. The Statement of Charges alleges that "some of the issues have since been addressed by the Respondent, but that the remedies / repairs have been inadequate."
12. The Statement of Charges alleges that "Respondent has violated, and is subject to Business Occupations and Professions Article §§ 17-322(b)(25), (32), and (33) [pertaining to "Denials, reprimands, suspensions, revocations, and penalties – Grounds"] along with Code of Maryland Regulations ("COMAR") 09.11.02.02A [pertaining to "Relations to the Client"]..."
13. Claimant submitted a claim against the Commission's Guaranty Fund based upon Respondent's alleged acts and omissions, including as a licensed real estate salesperson as described in the Statement of Charges.

14. *To resolve the regulatory charges,*

a. Respondent consents to the entry of the ordered items herein contained and acknowledges that the Commission could present at a hearing with respect to this matter evidence consistent with the allegations set forth in the Statement of Charges.

b. Respondent agrees to pay to the Commission a monetary payment in the amount of THREE THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$3,500.00) payable by certified or cashier's check no later than February 14, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to the Commission.

c. Respondent agrees to cooperate fully with all future requests for documentation, information, and records requested by the Commission requested by the Commission to determine compliance with the terms of this Consent Order.

d. Respondent agrees to cooperate fully with the Commission in the above-captioned matter and in matters pertaining to the underlying transaction which form the subject of this matter, including but not limited to testifying as a witness on behalf of the Commission at any hearings or proceedings scheduled in connection therewith.

15. *To resolve the Guaranty Fund claims,* Respondent agrees to pay Claimant and Claimant agrees to accept from Respondent the amount of SIX THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$6,500.00) payable by certified or cashier's check no later than February 14, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to Claimant.

16. Should Respondent fail to make the payments delineated herein according to the terms delineated herein, Respondent understands and agrees that Claimant shall be entitled to a hearing on her claim against the Guaranty Fund and that any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until (1) either Respondent pays Claimant in full or the Commission enters a Final Order following a hearing on Claimant's Guaranty Fund claim and (2) the Commission has been paid in full.

17. The Parties agree that the Commission shall withdraw this matter from the Office of Administrative Hearings docket for settlement purposes pursuant to COMAR 09.01.03.07.

18. The Parties agree that this Consent Order may be signed in counterparts and that electronic signatures shall have the same force and effect as handwritten signatures.

Order

**BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 28<sup>th</sup> DAY OF January, 2024 BY THE MARYLAND REAL ESTATE COMMISSION:**

**ORDERED** that Respondent shall pay the Commission a monetary penalty in the amount of THREE THOUSAND FIVE HUNDRED UNITED STATES DOLLARS (\$3,500.00) payable by certified or cashier's check no later than February 14, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to the Commission.

**ORDERED** that Respondent shall pay Claimant the amount of SIX THOUSAND FIVE THOUSAND UNITED STATES DOLLARS (\$6,500.00) payable by certified or cashier's check no later than February 14, 2024. Respondent shall deliver the payment to Jonathan P. Phillips, Assistant Attorney General, Office of the Attorney General, Maryland Department of Labor, 1100 N. Eutaw St., Room 605, Baltimore, Maryland 21201, who shall forward said payment to Claimant; and it is further

**ORDERED** that should Respondent fail to make the payments delineated in the previous paragraphs according to the terms delineated in the previous paragraphs, Claimant shall be entitled to a hearing on her claim against the Guaranty Fund and any Commission-issued real estate licenses held by Respondent shall be automatically suspended and shall remain suspended until (1) either Respondent pays Claimant in full or the Commission enters a Final Order following a hearing on Claimant's Guaranty Fund claim and (2) the Commission has been paid in full.

**MARYLAND REAL ESTATE COMMISSION**

By: SIGNATURE ON FILE

Raquel M. Meyers  
Interim Executive Director

**AGREED:**

SIGNATURE ON FILE  
Dois Alberti, Respondent

2/12/2024  
Date

SIGNATURE ON FILE  
Lucy Ashley Currie, Claimant

1/28/24  
Date