

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE  
COMMISSION

v.

DENISE DELEAVER,

Respondent

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COMPLAINT NO. 09-RE-133

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CONSENT ORDER

This matter comes before the Maryland Real Estate Commission ("Commission") based on a complaint filed by Jack Queen, broker of record for Long & Foster Real Estate, Inc., against Denise Deleaver ("Respondent"). Based on that complaint, the Commission determined that charges against the Respondent were appropriate and that a hearing on those charges should be held. The matter was scheduled to be heard at the Office of Administrative Hearings on December 7 – December 9, 2009, but the Commission and the Respondent reached an agreement to resolve the matter. The Commission and the Respondent consent to the entry of this Order as final resolution of Complaint No. 09-RE-133.

**IT IS STIPULATED BY THE PARTIES that:**

1. The Respondent is currently licensed as a real estate salesperson (License No. 05-21660).
2. At all times relevant to this case, the Respondent was affiliated with Long & Foster Real Estate, Inc.
3. On or about August 6, 2006, Clarence Campbell, owner of 2516 Brookfield Avenue, Baltimore City, Maryland, entered into an Exclusive Right to Sell Brokerage Agreement with Long & Foster Real Estate, Inc. for that property.
4. The Respondent, then affiliated with Long & Foster, was shown to be the listing agent; as the listing agent, she was to represent the owner/seller.
5. In December, 2007, Derrick Kane contacted the Respondent to inquire about purchasing property.
6. The Respondent referred Mr. Kane to Carrie Hicks, National City Mortgage, who advised him that he would not qualify for a loan.
7. The Respondent asked Mr. Kane if he had any one else who could purchase the property with him, and he called a couple of days later and stated that his cousin, Drew Mosley, agreed to act as the co-purchaser.
8. The Respondent prepared two offers, both dated December 13, 2007, for the purchase of the Brookfield Avenue property.
9. One offer ("Offer A") showed the buyer to be Drew Mosley and called for a deposit of \$500.00 to be held in escrow by Long & Foster.

10. The other Offer ("Offer B") showed Drew Mosley and Derrick Kane as the buyers and called for a deposit of \$5,000.00 to be held in escrow by Long & Foster.

11. The offers showed the Respondent and James Bentley, a salesperson affiliated with Long & Foster and the Respondent's son, as intra-company agents with broker as dual agent.

12. Ms. Mosley did sign Offer A and gave the Respondent a check in the amount of \$500.00, payable to Long & Foster, for the deposit.

13. For Offer B, Mr. Kane provided the Respondent with a check in the amount of \$5,000.00 for the deposit.

14. Mr. Kane advised the Respondent that there were insufficient funds to cover that check.

15. The Respondent advised Mr. Kane that the check would not be deposited and did not submit the check to Long and Foster.

16. Settlement was scheduled for December 27, 2007.

17. The seller did not attend settlement, as he had instead signed a Power of Attorney appointing the Respondent as his attorney-in-fact to act on his behalf.

18. The Respondent stated to a Commission representative that she had never seen the Power of Attorney until the interview with the representative.

19. The Seller advised the Commissions' investigator that the Respondent picked up the Power of Attorney from his home before settlement, and the Respondent states that she did not do so.

20. The Settlement Statement, or HUD-1 form, showed a payment of \$12,500.00 to the Respondent

21. The Respondent received that payment; the payment was not made through her broker; and she did not make her broker or a representative of the broker aware of her receipt of that money.

22. The HUD-1 form showed that a deposit of \$16,500.00 was being held by the realtor (Long & Foster).

23. The HUD-1 form also showed a commission in the amount of \$16,500.00 payable to Long & Foster.

24. Long & Foster never held such deposit, and the company never received such commission.

25. The Respondent claimed that the \$16,500.00 deposit referenced on the HUD-1 form represented a credit to the buyer.

26. The Respondent failed to place an agreement in writing, expressing the exact agreement of the parties, in regard to what the \$16,500.00 represented, *i.e.*, a deposit or a credit or something else.

27. The Respondent had provided a copy of a Offer A on this property to her broker.

28. The contract which she provided showed Ms. Mosley as the buyer.

29. In March, 2008, the Respondent had a Release Agreement signed, showing the \$500.00 deposit being returned to Ms. Mosley.

30. The deposit was returned to Ms. Mosley.

31. The Respondent submitted the signed Release Agreement to Long & Foster.

32. Her purpose in doing so was to conceal from Long & Foster that a transaction involving this property had actually taken place and that she had received the \$12,500.00.

33. The Respondent did not make Long & Foster aware that she had acted as attorney-in-fact and signed the HUD-1 form for the seller, which was contrary to Long & Foster's policy.

34. Although she ostensibly represented the seller in this transaction, the Respondent actually represented both the seller and the buyer(s).

35. The Respondent acknowledged such to a Commission representative.

36. Such representation was improper.

37. By entering into this Consent Order, the Respondent expressly waives the right to any hearing or further proceeding to which she may be entitled in this matter and any rights to appeal from this Consent Order.

38. The Respondent enters into this Consent Order freely, knowingly, and voluntarily, and with the advice of counsel.

39. The Respondent agrees to abide by the Maryland Real Estate Brokers Act, Maryland Annotated Code, Business Occupations and Professions Article, § 17-101 *et seq.*, and regulations of the Commission in future real estate transactions, should she again become licensed by the Commission.

**BASED ON THESE STIPULATIONS, IT IS, THIS** 24<sup>th</sup> day of November, 2009, **BY THE MARYLAND REAL ESTATE COMMISSION,**

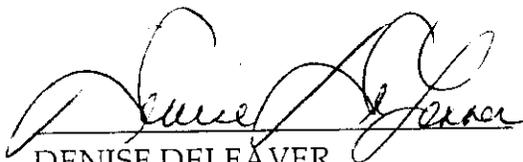
**ORDERED** that Respondent Denise Deleaver has violated Maryland Annotated Code, Business Occupations and Professions Article, §§ 17-322(b)(3), (6), (21), (22), (25), (31), (32), and (33), 17-502(a), 17-530(c), and 17-532(c)(vi) and (vii)(1), as well as Code of Maryland Regulations 09.11.02.01C and H, and it is further

**ORDERED** that the Respondent's license as a real estate salesperson is revoked, and it is further

**ORDERED** that the revocation shall be effective February 2, 2010, and it is further

**ORDERED** that the Respondent may reapply for a license from the Commission after February 2, 2010 and that the Commission will take whatever action it deems appropriate in regard to such application, if an application is made, and it is further

**ORDERED** that the Commission's records and publications shall reflect the terms of this Consent Order.

  
DENISE DELEAVER

  
COMMISSIONER  
MARYLAND REAL ESTATE COMMISSION

11/24/09

Date

PM:ch/consent order/deleaver