

BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE COMMISSION \*

v. \*

MARK A. LYNN \*  
Respondent \*

CASE NO. 2006-RE-333

And \*

OAH NO. DLR-REC-24-08-38494

CLAIM OF LOUIS PINCKNEY \*  
AGAINST THE MARYLAND \*  
REAL ESTATE GUARANTY FUND \*

\* \* \* \* \*

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated December 9, 2009, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 4th day of February, 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 Mark A. Lynn violated Md. Bus. Occ. and Prof. Art. § 17-322(b)(3), (25), (32), and (33); § 17-532(c)(1)(iii), and (iv); and COMAR 09.11.02.01D and H and 09.11.02.02A;

**ORDERED** that the Respondent Mark A. Lynn be assessed a civil penalty in the amount of \$3,000.00, which shall be paid within thirty (30) days of the date of this Proposed Order;

**ORDERED** that the claim of Louis Pinckney against the Maryland Real Estate Guaranty Fund be **DENIED**;

**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 to provide a time period within which the civil penalty must be paid. The Commission also notes that in the first paragraph of her ``Discussion'' section, the judge said, ``For the reasons discussed below, I find that the REC met its burden of proving the Charges and the Claimant met his burden with respect to the claim.'' As is clear in her analysis of the claim on pages 13 and 14, the judge found that the Claimant did not establish ``that he had suffered an actual loss as a result of the established misconduct of the Respondent.'' The earlier statement is obviously an error. The Commission has reviewed the judge's evaluation of the claim, and agrees with her that it must be denied. That decision is reflected in the Proposed

Order.

E. Pursuant to Code of Maryland Regulations (COMAR) 09.01.03.08 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.

  
Maryland Real Estate Commission  


MARYLAND REAL ESTATE	* BEFORE NANCY E. PAIGE,
COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
MARK A. LYNN	* OF ADMINISTRATIVE HEARINGS
AND	* OAH CASE #: DLR-REC-24-08-38494
CLAIM OF LOUIS PINCKNEY	* REC CASE #: 02006-RE-333
AGAINST THE MARYLAND	*
REAL ESTATE COMMISSION	*
GUARANTY FUND	*
* * * * *	* * * * *

**RECOMMENDED DECISION**

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

**STATEMENT OF THE CASE**

On April 11, 2006, Louis Pinckney ("Claimant") filed a complaint with the Maryland Real Estate Commission ("REC" or "Commission") against Mark A. Lynn ("Respondent"), a real estate salesperson affiliated with Dr. Realty. The Claimant also filed a claim for reimbursement from the Real Estate Commission Guaranty Fund ("Fund") for losses incurred as a result of the conduct of the Respondent.

On September 17, 2008, the Commission filed a Statement of Charges and Order for Hearing against the Respondent, alleging violations of sections 17-322(b)(3), (25), and (33) of the Maryland Real Estate Brokers Act ("Act"), and the Code of Ethics for individuals licensed by the

REC in the Code of Maryland Regulations (COMAR). Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(3),(25) and (33) and 17-532 (2004)<sup>1</sup> and the Code of Ethics for Real Estate Agents and Brokers, found at Code of Maryland Regulations (COMAR) 09.01.02. On September 24, 2008, the matter was referred to the Office of Administrative Hearings ("OAH").

I conducted a hearing on September 23, 2009 at the OAH, 11101 Gilroy Road, Hunt Valley, Maryland. Md. Code Ann., Bus. Occ.& Prof. §§ 17-408, 17-409, and 17-324 (2004). The Claimant represented himself. Peter Martin, Assistant Attorney General, represented the Commission. The Respondent represented himself. Hope M. Sachs, Assistant Attorney General, represented the Fund.

The contested case hearing provisions of the Administrative Procedure Act, the procedural regulations of the Department of Labor, Licensing and Regulation ("DLLR") and the Rules of Procedure of the Office of Administrative Hearings govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2009); COMAR 09.11.03 and 28.02.01.

### **ISSUES**

1. Did the Respondent violate the Act and/or the REC Code of Ethics, and if so, what is the appropriate sanction?
2. Did the Claimant sustain an actual loss as a result of misconduct by the Respondent?

### **SUMMARY OF THE EVIDENCE**

#### **Exhibits**

I admitted the following exhibits into evidence on behalf of the Commission:

1. April 22, 2009 Notice of Hearing with attached Statement of Charges and Order for Hearing

---

<sup>1</sup>The events at issue occurred between December 2005 and January 2006. I am applying the substantive law in effect at that time, and the current procedural law.

2. September 15, 2009 certified licensing history of Respondent
3. May 16, 2008 Report of Investigation with attachments
4. January 23, 2006 Settlement Statement

I admitted the following exhibits into evidence on behalf of the Claimant:

1. December 27, 2005 email from Ronny Jetmore
2. February 3, 2006 Besche Oil Company Invoice
3. January 5, 2006 Besche Oil Company Invoice
4. February 4, 2006 Anthony's Heating Service Invoice
5. February 8 -16, 2006 email correspondence between Claimant and Respondent
6. February 21 - 23, 2006 email correspondence between Claimant and Respondent
7. March 3, 2006 email from "doctor realty" [sic] to David Dennis
8. March 3, 2006 letter from BBB of Washington DC [sic] and Eastern Pennsylvania to Complainant and his wife
9. February 20, 2006 Leitch Heating & A/C Inc. Proposal
10. March 1, 2006 Petro Heating Oil and Services Retail Installment Sales Contract
11. April 17, 2006 Aspen House Associates Receipt
12. HMS Warranty brochure

I admitted the following exhibits on behalf of the Respondent:

1. December 27, 2005 Besche Oil Company Invoice
2. Blank Addendum form
3. December 29, 2005 Addendum (unsigned)
4. December 29, 2005 Addendum (signed by buyers)
5. December 29, 2005 Addendum (signed by all parties)

6. February 3, 2006 Besche Oil Company Invoice

Testimony

The Commission presented the testimony of the Claimant and James Stoakley, an Investigator for the Commission.

The Claimant also testified in support of his claim against the Fund and presented the testimony of Tallis Ford.

The Respondent testified on his own behalf.

**FINDINGS OF FACT**

Having considered all of the evidence presented, I find the following facts by a preponderance of the evidence:

1. On or about December 10, 2005, the Claimant and his wife (the “buyers”) signed a contract for the purchase of a home in District Heights, Maryland.<sup>2</sup>
2. The buyers were not experienced in real estate matters and hired the Respondent as their buyer broker.
3. A home inspection was performed on December 27, 2005. Both buyers and sellers were present.
4. The buyers noted a strong odor of oil in the basement. The buyers advised them that the furnace had been serviced that morning and that the odor was probably a result of work done by the oil company and would likely dissipate. The Respondent concurred in this advice.
5. The home inspector noted a “strong residual oil smell in the basement that should be treated, or the affected areas of the flooring removed or replaced.”

---

<sup>2</sup>The Claimant and his wife both participated in the events involved in this matter. Only the husband is a complainant.

6. The boiler had “fired” when the inspector turned it on by raising the thermostat, and heat appeared to be adequately distributed through the house.
7. The home inspector made a number of recommendations respecting checking and servicing the heating system. He further reported that the boiler was forty-five years old, that normal life expectancy was between thirty and forty years, and added, “so you should plan on possible replacement with a more efficient unit.”
8. Subsequent to the inspection, the Respondent prepared an Addendum to the contract of sale. It required several corrective actions by the seller, but the only mention of the heating system was a requirement to have the oil tank certified through a pressure test. No mention was made of the boiler or the odor of oil.
9. The buyers signed the Addendum on December 29, 2005.
10. The Respondent gave no specific advice to the buyers about the findings of the inspector in respect to the boiler. There were no specific conversations between the Respondent and the buyers, or either of them, in that regard.
11. On January 22, 2006, the buyers did a final “walk through” of the home. They again found a strong oil smell and expressed reservations about continuing with the settlement. They contacted the Respondent, who informed them that it was too late to do anything about the boiler, because the inspection deadline had long passed and there was no provision in the contract or addendum dealing with the boiler or the odor.
12. At settlement, the sellers provided the buyers with an invoice from Besche Oil Company reflecting the work done on the day of the inspection, and also provided the buyers with a one year HMS Warranty.

13. The buyers were given a copy of the sales brochure of the warranty company, but not the specific conditions of the warranty.
14. The buyers interrupted the settlement several times because of their concerns about the oil smell and the safety of the furnace. The Respondent assured them that if they had to replace the boiler, the warranty would cover the cost, and repeated that they had no further claim against the seller because the boiler issues were not covered by the addendum. Based upon the Respondent's advice and assurance, the buyers completed the purchase.
15. Shortly after settlement, before they moved in, the buyers discovered that there was no oil for the furnace. When they had the tank filled and the heating system then checked, they were told that the firebox was cracked and the furnace was emitting unsafe levels of carbon monoxide. The buyers were required to replace the furnace, including the boiler, at a cost of \$6,816.48, plus \$67.00 for a service call.
16. Because they were unable to move into their new home while the furnace was being replaced, the buyers incurred two additional months rent in the amount of \$2,550.00.
17. The buyers made a claim against the HMS Warranty, which the company denied on the basis that the defects in the boiler constituted a pre-existing condition.

### **DISCUSSION**

The Commission, as the moving party on the Charges, has the burden of proving that the Respondent violated the statutory and regulatory sections at issue; the Claimant, as the moving party on the claim, has the burden of proving that he suffered an actual loss as the result of the Respondent's misconduct, all by a preponderance of the evidence. Md. Code Ann., State Gov't

§ 10-217 (2004); *Maryland Comm’r of Labor and Industry v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996) (quoting *Bernstein v. Real Estate Comm.*, 221 Md. 221, 231 (1959)). For the reasons discussed below, I find that the REC met its burden of proving the Charges and the Claimant met his burden with respect to the claim.

*1. The Regulatory Charges.*

The Commission has charged the Respondent with violating the following sections of its regulatory statute and regulations:

**§ 17-322. Denials, reprimands, suspensions, revocations, and penalties – Grounds.**

...

(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:

...

(3) directly or through another person willfully makes a misrepresentation or knowingly makes a false promise;

...

(25) engages in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent, or improper dealings;

...

(32) violates any other provision of this title;

(33) violates any regulation adopted under this title or any provision of the code of ethics[.]

**§ 17-532 Duties to client**

(c) In general. – (1) A licensee shall:

...

(iii) disclose to the client all material facts as required under § 17-322 of this title

(iv) treat all parties to the transaction honestly and fairly and answer all questions truthfully[.]

## **Code of Ethics**

### *09.11.02.01 Relations to the Public.*

D. The licensee shall make a reasonable effort to ascertain all material facts concerning every property for which he accepts the agency so that he may fulfill his obligation to avoid error, exaggeration, misrepresentation, or concealment of material facts.

H. For the protection of all parties with whom the licensee deals, the licensee shall see to it that financial obligations and commitments regarding real estate transactions are in writing, expressing the exact agreement of the parties, and that copies of these agreements are placed in the hands of all parties involved within a reasonable time after the agreements are executed.

### *09.11.02.01 Relations to the Client*

A. In accepting employment as an agent, the licensee shall protect and promote the interests of the client. This obligation of absolute fidelity to the client's interest is primary but it does not relieve the licensee from the statutory obligations towards the other parties to the transaction.

Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(3), (25), (32) & (33); 17-532(c)(1)(iii) and (iv) (2004); COMAR 09.11.02.01 and .02. In addition to, or instead of reprimanding a licensee or suspending or revoking a license, the Commission may impose a civil penalty, not exceeding \$5,000 for each violation. Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(c)(1).

There is no dispute that there was an oil smell emanating from the furnace before settlement, and that it concerned the Complainant and his wife. It is also clear that the inspector advised the buyers that they would likely have to replace the furnace because of its age, and recommended that it be serviced and checked by a competent professional. The buyers signed an addendum a few days later, however, that made no mention of the boiler or the oil smell. It is difficult to understand how that occurred, considering the level of concern consistently expressed by the buyers about this issue.

The Complainant testified that he relied on the Respondent as the real estate professional to give him advice about the addendum. He also said the Respondent prepared the addendum and never discussed it with him. The Respondent argued vehemently that he told the Complainant to “put everything” on the addendum and see how the seller responded. Interestingly, the Respondent did not testify to any specific discussion about the furnace or boiler. While I place some responsibility upon the Complainant to express his concerns to his broker, and to read the addendum and be sure his concerns are covered, I credit the Complainant’s contention that he relied upon the Respondent to protect him in this transaction.

I find it significant that the best the Respondent could offer in respect to the contents of the addendum is that, consistent with his standard practice, he told the Complainant to “put everything” in it. I find that rather incomplete advice, even assuming it was actually given, considering the significant warning offered by the inspector. I would not necessarily expect the buyer, inexperienced in real estate (despite having been involved in one prior failed purchase), to have realized that he had some leverage in respect to the age of the boiler and the risk it posed, and that the way to exercise that leverage was to claim some relief in the addendum. Although he did not argue it, I note that the inspector reported that the furnace was working, and that heat was being distributed. I would not find it unreasonable for the buyer to have assumed that that was all he was entitled to.

The Respondent, however, an experienced real estate professional, should at least have warned the Complainant that he would have no recourse if the furnace failed once it was placed back in service, and that there was nothing to be lost by including the boiler issues in the addendum. It was material for the buyers to fully understand the function of the addendum and the options available to them at that stage of the transaction. Instead, the Respondent reassured the

Complainant, first by suggesting that the oil smell would dissipate once the house was ventilated (the house had been vacant and was closed prior to the inspection), and accepted without comment the Complainant's failure to require that the boiler be included in the addendum.

The Respondent further misled the Complainant at the settlement by assuring him that the seller's warranty would cover replacement of the furnace if that became necessary. The evidence is that the only information supplied to the buyers in respect to the warranty was the company's sales brochure. That listed the items covered, including the furnace, but did not disclose the detailed terms and conditions of the warranty. Here again, the Respondent's knowledge and experience were superior to those of the buyers, and he had a duty, under the regulations and Code of Ethics to disclose all material facts, including the scope and limitations of the warranty, and treat them fairly. Moreover, the undisputed testimony of Tallis Ford, the Complainant's mortgage broker and friend, was that when the Complainant's wife asked, what if the furnace was already broken, the Respondent answered, "I've got you covered," that he "knew someone," or words to that effect. This was a false promise and appears to have been deliberately misleading. The Respondent made no effort to negotiate a delay of the settlement, to allow the Complainant and his wife to explore their options more fully, or to provide them with a thorough review of their options and risks at the time. While it is questionable whether they would have been better off calling off the settlement at that point, or incurring the cost of a new furnace, the Respondent's behavior violated his duty to them under the regulations.

Finally, the buyers may have been misled by the receipt from Besche Oil Company, which, without more information, suggested that the furnace had been checked out and any problems addressed. Here again, the Respondent, who was responsible for protecting the interests of the buyers, failed to warn them that the Besche check was not definitive, because the furnace was not

fully operational, and therefore could not be relied on to reflect that there were no major problems at the time.

I do not find that the Respondent deliberately withheld information from the Complainant prior to the settlement. The Complainant had all of the information the Respondent had about the boiler. What the Respondent did was to falsely reassure the Complainant about the smell, when he had no basis for doing so, and to exhibit complete indifference to the Complainant's interests at the time of preparing the addendum and securing the buyers' signatures. I find this to constitute a lack of good faith and fairness.

I do not believe that any significant discussion occurred between the Respondent and the buyers about what the addendum should include. The Respondent testified that he prepared the addendum based upon notes he took of a telephone call with the Complainant, but that he no longer had the notes. I find it hard to believe that he raised any issue about the omission of mention of the boiler. It may be that the Complainant did not mention the boiler, but the Respondent, as the experienced professional had a duty to explain to him the risk of omitting it. The Respondent does not contend that, after advice, the buyers affirmatively decided not to include the boiler, and I do not believe that is what occurred. I find it significant that the Respondent never mentioned in the course of the investigation any effort on his part to protect the buyers in this regard, and I do not believe he made any such effort.

I also believe that, in addition to affirmatively misleading the buyers about the coverage of the warranty, the Respondent failed to make any effort to advance the buyers' interests at the settlement. It may be that the sellers would not have negotiated any relief, but the Respondent's only concern was that "time was of the essence" in the contract and he never made any effort on the buyer's behalf in this regard.

In short, I find that the Respondent failed to fulfill his responsibilities to the Complainant as a buyer's broker. He failed to give them adequate advice about their rights and risks at the time he prepared the addendum, he failed to provide material facts about the sales process at that stage of the transaction, he failed to advise them of their options, including the risks involved, at the time of settlement, and he misled them about the protection afforded by the warranty.

## *2. The Regulatory Sanctions.*

The purpose of the REC regulatory statute is "to protect the public in its dealings with real estate brokers, to place a duty of good faith and fair dealing on real estate brokers." *Gross v. Sussex Incorporated*, 332 Md. 247, 274 (1993). In addition to allowing for suspension, revocation or reprimand of a real estate agent, the Commission can also impose a financial penalty, not exceeding \$5,000.00, for each statutory violation. Md. Code Ann., Bus. Occ. & Prof. § 17-322(c)(1) (2004). The Commission suggested that I consider a \$3,000.00 civil penalty. It did not recommend any action against the Respondent's license. Section 17-322(c) directs me to consider the seriousness of the violation, the harm caused by the violation, the Respondent's good faith, and any previous violations in determining the appropriate penalty. *Id.*

Based on the discussion above, I find that the Respondent's conduct demonstrated a lack of good faith and professional behavior in his dealings with the Claimant regarding a real estate transaction, and a breach of his duties to represent their best interests. Whether the buyers were harmed is a more difficult issue. It may be that the sellers would have refused to reduce the contract price or fix the boiler, even if it had been included in the addendum. It may be that the buyers were better off completing the purchase, even considering the cost of the new boiler. If the settlement had been postponed, the buyers might have avoided the payment of an additional two months rent, at the same time they started paying their new mortgage, but this also would

have depended upon the willingness of the seller to change the contract terms on the basis of the boiler issue.

Nonetheless, and despite the fact that the Respondent has not had any prior violations, I find that his misconduct warrants a \$3,000.00 civil penalty.

### *3. The Fund Claim.*

The Claimant seeks compensation from the Fund for the costs he incurred as a result of having to replace the boiler. For the reasons discussed, I do not find that these costs were the result of the Respondent's misconduct. The Complainant had no right under his contract to have the boiler replaced, either by the seller or by the warranty company. All he had was a right to ask the seller to pay for the boiler, and if he had asked, a right to abrogate the contract if the seller refused. The record does not even reflect that he was entitled to a warranty under the contract. The only evidence is that the warranty was purchased by the seller at the seller's expense. He now has a new home with a new boiler. He has not shown that he would not have purchased the home, had he been properly advised, or that his purchase was less advantageous than it would have been had he exercised all of his rights prior to settlement, or even at settlement.

A person may recover from the Fund an actual loss suffered as a result of an act or omission that constitutes fraud or misrepresentation by a real estate broker or salesperson involving a real estate transaction. Md. Code Ann., Bus. Occ. & Prof. § 17-404(a) (2004). I recognize that the Complainant incurred a cost that he was not expecting, and that he mistakenly believed was covered by a warranty, and that he suffered severe inconvenience, as well as additional cost by the resultant delay in his ability to move into his new home. I also recognize that he was reluctant to go through with settlement prior to the false reassurance he received from the Respondent. He has not contended, however, that he would have been better off if he

had not purchased the home, or that he would not have completed the purchase if he had been properly advised and informed. It may be that he is both financially and personally better off, having completed the purchase, even though he had to replace the furnace at his own expense and inconvenience.

I also note that the Complainant purchased a home with knowledge that the furnace was beyond its life expectancy, and that he would have had to replace the furnace in the foreseeable future, even if it had worked on the day he took possession. In other words, he did not have to replace the furnace because he was misled or poorly represented by the Respondent. He had to replace it because it was old.

I therefore conclude that the Complainant has not established that he suffered an actual loss as a result of the established misconduct of the Respondent, and I will deny his claim for reimbursement from the Fund.

### **CONCLUSIONS OF LAW**

Based upon the foregoing Findings of Fact and Discussion, I conclude, as a matter of law, that the Respondent violated Md. Code Ann., Bus Occ. & Prof. §§ 17-322(b)(3), (25), (32) & (33), 17-532(c)(1)(iii) and(iv) (2004), and COMAR 09.11.02.01 and .02.

I further conclude that the Respondent is subject to a fine for violations of the Real Estate Law pursuant to Md. Code Ann., Bus. Occ. & Prof. § 17-322(c) (2004).

Finally, I conclude that the Claimant is not entitled to reimbursement from the Real Estate Guaranty Fund. Md. Code Ann., Bus. Occ. & Prof. § 17-404 (2004).

### **RECOMMENDED ORDER**

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

**ORDER** that the Respondent violated Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(3), (25), (32) & (33), 17-532(c)(1)(iii) and (iv) (2004), and COMAR 09.11.02..01 and 02;

**ORDER** that the Respondent be fined in the amount of \$3,000.00;

**ORDER** that the Claimant's Guaranty Fund Claim against this Respondent be denied;

and

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

December 9, 2009

Date Decision Mailed

  
Nancy E. Paige  
Administrative Law Judge

NEP/  
#110070

MARYLAND REAL ESTATE	* BEFORE NANCY E. PAIGE.,
COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
MARK A. LYNN	* OF ADMINISTRATIVE HEARINGS
AND	* OAH CASE #: DLR-REC-24-08-38494
CLAIM OF LOUIS PINKNEY	* REC CASE #:97-RE-306
AGAINST THE MARYLAND	*
REAL ESTATE COMMISSION	*
GUARANTY FUND	*

\* \* \* \* \*

**FILE EXHIBIT LIST**

I admitted the following exhibits into evidence on behalf of the Commission:

1. April 22, 2009 Notice of Hearing with attached Statement of Charges and Order for Hearing.
2. September 15, 2009 certified licensing history of Respondent
3. May 16, 2008 Report of Investigation with attachments
4. January 23, 2006 Settlement Statement

I admitted the following exhibits into evidence on behalf of the Claimant:

1. December 27, 2005 email from Ronny Jetmore
2. February 3, 2006 Besche Oil Company Invoice
3. January 5, 2006 Besche Oil Company Invoice
4. February 4, 2006 Anthony's Heating Service Invoice
5. February 8 -16, 2006 email correspondence between Claimant and Respondent

6. February 21 - 23, 2006 email correspondence between Claimant and Respondent
7. March 3, 2006 email from “doctor realty” [sic] to David Dennis
8. March 3, 2006 letter from BBB of Washington DC [sic]and Eastern Pennsylvania to Complainant and his wife
9. February 20, 2006 Leitch Heating & A/C Inc. Proposal
10. March 1, 2006 Petro Heating Oil and Services Retail Installment Sales Contract
11. April 17, 2006 Aspen House Associates Receipt
12. HMS Warranty brochure

I admitted the following exhibits on behalf of the Respondent:

1. December 27, 2005 Besche Oil Company Invoice
2. Blank Addendum form
3. December 29, 2005 Addendum (unsigned)
4. December 29, 2005 Addendum (signed by buyers)
5. December 29, 2005 Addendum (signed by all parties)
6. February 3, 2006 Besche Oil Company Invoice