

**BEFORE THE MARYLAND REAL ESTATE COMMISSION**

MARYLAND REAL ESTATE  
COMMISSION

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CASE NO. 07-RE-517

V.

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ANTONIO M. GREENE  
PASSPORT REALTY  
831 N. Calvert St.  
Baltimore, Maryland 21202  
Lic. Reg. No. 05-584633

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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 filed by Letonia R. Day (“Complainant”) against Antonio M. Greene, the Respondent real estate salesperson, license registration number 05-584633 (“Respondent”). Based on the complaint, the Commission conducted an investigation. Based on the investigation the Commission issued a Statement of Charges and Order for Hearing dated December 22, 2008 alleging that the Respondent has violated provisions of the Maryland Real Estate Brokers Act, Bus. Occ. & Prof. Art., Title 17 (“BOP”) and the Code of Maryland Regulations (“COMAR”). This matter was transmitted to the Office of Administrative Hearings (“OAH”) for a hearing which was scheduled for November 5, 2009 at 10:00 a.m. at the OAH in Hunt Valley, Maryland. Prior to the hearing, the Commission and the Respondent 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. This matter shall be withdrawn from the OAH docket pursuant to COMAR 09.01.03.07 for settlement purposes.
2. The Respondent is currently licensed by the Commission as a real estate salesperson, license registration number 05-584633 and is affiliated with Passport Realty. At the time of the transaction at issue the Respondent was affiliated with Zip Realty, Inc. 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.
3. The Complainant was the owner of a property known as 3934-D Stonegate Drive in Suitland, Maryland which she offered for sale in 2006.

4. The Respondent, as the buyer's agent, prepared a contract offer to purchase the Stonegate Drive property on behalf of the buyer. The contract provided at ¶18 that the buyer was to pay an initial deposit of \$1500.00 to be held in escrow by North American Title.

5. At the time of the transaction, the Respondent's broker, Zip Realty, Inc., did not maintain an escrow account for trust money.

6. The Respondent failed to specify in the contract why the good faith deposit was not being held in his broker's escrow account and/or who was to submit the good faith deposit check to North American Title to be held in its' escrow account.

7. At the time the Respondent presented the contract offer to the Complainant and/or her agent on behalf of the buyer, the Respondent represented to the Complainant and/or her agent that he had collected from the buyer a check dated September 22, 2006 made payable to North American Title for \$1500.00 by including a copy of that check with the contract offer.

8. The Complainant accepted and ratified the contract offer on September 22, 2006.

9. The good faith deposit was never submitted to North American Title by the buyer or the Respondent. The buyer did not settle on the transaction. Because the good faith deposit was not held in escrow, the Complainant did not have the opportunity to claim the good faith deposit as restitution.

10. The Respondent admits that by failing to specify in the contract why the good faith deposit was not being held in his broker's escrow account and/or who was to submit the good faith deposit check to North American Title to be held in its' escrow account, he has violated BOP §17-322(b)(33) and COMAR 09.11.02.01H which provide:

**§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:

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

**COMAR 09.11.02.01H**

For the protection of all parties with whom he 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.

11. The Respondent consents to the entry of an Order by the Commission that he has violated BOP §17-322(b)(33) and COMAR 09.11.02.01H. In connection with the violation, the Respondent agrees to pay \$1500.00 to the Complainant within five days of the Respondent's execution of this Consent Order and Settlement Agreement. The Respondent agrees that if he fails to make the payment within five days of his execution of this Consent Order and settlement Agreement, his license shall be automatically suspended by the Commission until the payment is made.

12. The Respondent, by entering into the Consent Order and Settlement Agreement, expressly waives the right to an administrative hearing on the charges and the making of Findings of Fact and Conclusions of Law, any and all further proceedings before the Commission to which the Respondent may be entitled in this matter and any rights to appeal from the Commission's Order.

13. The Commission agrees to accept the Respondent's payment of \$1500.00 to the Complainant and execution of this Consent Order and Settlement Agreement as the full and final resolution of this matter, Case No. 07-RE-517.

**BASED ON THESE STIPULATIONS, IT IS THIS 20<sup>th</sup> DAY OF CTDPR, 2009 BY THE MARYLAND REAL ESTATE COMMISSION:**

**ORDERED** that the Respondent has violated BOP §17-322(b)(33) and COMAR 09.11.02.01H by failing to specify in a contract he prepared why the good faith deposit was not being held in his broker's escrow account and/or who was to submit the good faith deposit check to the title company to be held in its' escrow account; and it is further,

**ORDERED** that the Respondent shall pay to the Complainant the sum of \$1500.00 within five days of his execution of this Consent Order and Settlement Agreement, and it is further

**ORDERED** that if the Respondent fails to make the payment within five days of his execution of this Consent Order and Settlement Agreement, his license shall be automatically suspended by the Commission until the payment is made; and it is further

**ORDERED** that the Commission's records and publications reflect the violation and penalty imposed on the Respondent.

**MARYLAND REAL ESTATE COMMISSION:**

By: William Levy, Asst. Exec. Director

**AGREED:**

10/11/2007  
Date

Antonio M. Greene  
Antonio M. Greene, Respondent