

IN THE MATTER OF THE CLAIM  
OF THELMA DOUGLAS,  
CLAIMANT  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ALLEGED ACTS OR  
OMISSIONS OF KEVIN BRISTOL,  
T/A ADVANCE CONTRACTING, INC.,  
RESPONDENT

\* BEFORE SUSAN H. ANDERSON,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE  
\* OF ADMINISTRATIVE HEARINGS  
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\* OAH No.: DLR-HIC-02-18-29577  
\* MHIC No.: 17(90)1313  
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**PROPOSED DECISION**

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

**STATEMENT OF THE CASE**

On September 8, 2016, Thelma Douglas (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$31,629.94 in actual losses allegedly suffered as a result of a home improvement contract with Kevin Bristol, trading as Advance Contracting, Inc. (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015). On September 18, 2018, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on February 25, 2019 at the County Office Building, 1400 McCormick Drive, Largo, Maryland 20774. Bus. Reg. § 8-407(e). Eric B. London, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. The Claimant represented herself. The Respondent represented himself.<sup>1</sup>

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. 2018); Code of Maryland Regulations (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

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

- Clmt. Ex. 1 - Contract between the parties, May 10, 2016 (Contract)
- Clmt. Ex. 2 - Department license for Respondent; W-9 Form Respondent completed May 9, 2016; Contractor's Waiver of Lien; Contractor Acknowledgement of Payment Procedures
- Clmt. Ex. 3 - Photographs 3A through 3I, taken by Claimant in May 2018
  - 3A - Photograph of back gate showing gate unattached but not repaired/replaced
  - 3B (1), (2), (3) - Photographs of unrepaired deck with missing sides/railings
  - 3C - Photograph of unfinished kitchen floor
  - 3D - Photograph of outside back of kitchen wall with unrepaired siding
  - 3E - Photograph of unrepaired foyer floor

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<sup>1</sup> The Respondent appeared at the hearing without counsel and without a Special Power of Attorney. I permitted him to file a belated Special Power of Attorney. On March 4, 2019, the Respondent filed a Special Power of Attorney to designate himself as the non-attorney representative for the corporation. Md. Code Ann., Bus. Reg. § 8-312.

3F – Photograph showing wiring for missing exhaust fan in kitchen  
3G (1), (2), (3) – Photographs of holes in sheetrock in basement for venting with no vent covers  
3H (1 through 9) – Photographs of electrical outlets without switch plates  
3I – Photograph of unfinished basement floor/baseboards

- Clmt. Ex. 4 - Allstate Insurance Company's (Allstate) estimate of Restoration/Service/Remodeling work to be done on Claimant's home, April 16, 2016
- Clmt. Ex. 5 - Emails between Claimant and Selena<sup>2</sup> from Advance Contracting, Inc., July 7, 2016; July 14, 2016; October 10, 2016; February 17, 2017; and, March 31, 2017
- Clmt. Ex. 6 - Bid Proposal from Handyman on Call, LLC<sup>3</sup> (Handyman), May 10, 2018 for \$19,735.00

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 - Notice of hearing, January 29, 2019
- Fund Ex. 2 - Hearing Order, September 17, 2018
- Fund Ex. 3 - MHIC Licensing History of Respondent, November 5, 2018
- Fund Ex. 4 - Home Improvement Claim Form, September 8, 2016
- Fund Ex. 5 - Letter from MHIC to Respondent, June 14, 2017
- Fund Ex. 6 - Letter from Allstate to Claimant, April 19, 2016

The Respondent offered no exhibits.

#### Testimony

The Claimant testified on her own behalf.

The Respondent testified on his own behalf.

The Fund offered no testimony.

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<sup>2</sup> The employee's last name was not provided in testimony.

<sup>3</sup> MHIC No. 125988

### 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 MHIC license number 01-102290 -03 and 05-128647.
2. On April 14, 2016, the Claimant's home located in District Heights, Maryland was damaged in a fire.
3. On April 15, 2016, the Claimant filed a claim under her homeowner's insurance policy with Allstate. On April 16, 2016, Allstate provided the Claimant with a detailed list of repairs and remediation to be completed along with an estimated cost for those repairs. This estimate also included \$6,630.59 for the loss of the Claimant's personal property to the fire. The total amount Allstate allotted for the repairs and remediation was \$37,629.94. Allstate valued the Claimant's entire loss at \$44,260.53 and on April 19, 2016 forwarded that sum to the Claimant's mortgage company, Nationstar Mortgage (Nationstar) to be held in escrow.
4. On May 10, 2016, the Claimant and the Respondent entered into the Contract to perform remediation, decontamination, abatement and repair services at the Claimant's home. The Respondent's representative, Chris Julian, advised the Claimant that the scope of the work to be performed under the Contract was the work outlined in Allstate's estimate, although the Contract itself did not provide specifics; the total contract price matched the Allstate estimate of \$37,629.94. The general areas for the work to be performed as listed in the Contract were the kitchen/dining room, living room, hallway, bedroom(s), bathroom(s), deck, lower level family room, lower level hallway, utility room. Additionally, the Contract provided that the Respondent would repair/replace necessary siding on the rear of the home, attach gutters where necessary, remove/replace one gate near deck area, and install one garbage disposal.

5. On or about June 24, 2016, Nationstar released an initial draw amount of \$37,629.94 to the Respondent; the final amount of the draw, \$6,630.59, was to be paid once at least 90% of the work was completed.

6. Sometime thereafter, the Respondent refunded \$6,000.00 from the funds released to the Respondent to the Claimant to reimburse her for the loss of part<sup>4</sup> of her personal property.

7. The Respondent began work in June 2016 and performed some of the work in the Contract "in spells" until sometime in July 2016. The Claimant had concerns with the way some of the work was performed and spoke not only to the workers on the site, but also to Mr. Julian about these concerns. Mr. Julian assured the Claimant that the Respondent would fix the problems. Some of the problems were partially corrected; however, others were not.

8. Beginning in July 2016, the Respondent failed to return to the work site on a regular basis. The Claimant emailed the Respondent on July 7, and 14, 2016 asking for an update. On July 7, 2016, the Respondent advised the Claimant that someone would be coming out the following day. On July 14, 2016, the Respondent advised the Claimant that someone would come out "on Monday" and Respondent would complete the job "next week." (Clmt. Ex. 5.) The Respondent did not appear on any of the promised dates and the work was not completed.

9. On October 10, 2016, and again on February 17, 2017, the Claimant emailed the Respondent asking that the work be completed. On October 10, 2016, the Respondent indicated that someone "will be there working this week." (Clmt. Ex. 5.) On February 17, 2017, the Respondent assured the Claimant that "someone will be there Monday." (Clmt. Ex. 5.) The Respondent did not appear on either of the promised dates and the work was still not completed.

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<sup>4</sup> Both the Claimant and the Respondent referred to \$6,000.00 as the amount valued for her lost personal property. However, a review of the Allstate estimate shows that the amount was in fact \$6,630.59. Moreover, the check released by Allstate in payment of total damages was \$44,260.53, representing \$37,629.94 for the home repairs and \$6,630.59 for the lost personal property.

10. The Respondent completed some of the work under the Contract (most if not all of the work was done in June 2016) but left several items undone and/or incomplete and eventually concluded sometime in 2017 that the best course of action was to “walk away” from the project. At the time the Respondent “walked away,” the status of the project was as follows:

- The Respondent did not replace the siding on the back of the house;
- The Respondent removed the wooden gate on the side of the backyard but did not replace and reinstall a new one;
- The Respondent took down some of the lattice-work on the sides of the Claimant’s deck but did not replace the deck or the lattice-work;
- The Respondent did not install outlet covers on nine different electrical outlets;
- The Respondent put in subflooring in the kitchen but did not install vinyl flooring and baseboards in the kitchen, the foyer, the hallway, or the bathroom;
- The Respondent did not build a frame around the electrical panel which is necessary for the panel to meet applicable code standards (and which Respondent’s electrician advised the Claimant would be done);
- The Respondent installed sheetrock on the walls of the Claimant’s basement but failed to cut holes where the Claimant’s HVAC registers fed into the room, thereby blocking circulation; the Respondent eventually cut holes after the Claimant complained but failed to put vent covers over them, leaving gaping holes;

- The Respondent reinstalled the Claimant's kitchen cabinets in a place different from their original footprint; workers also put the Claimant's stove in a corner, which rendered it unusable; the Respondent failed to correct the issue even after the Claimant pointed it out; and
- The Respondent removed the Claimant's stove hood/exhaust fan but neither cleaned and reinstalled it nor replaced it with a new one; the Respondent left wires hanging free from the Claimant's kitchen wall where the original stove hood/exhaust fan had been.

11. On March 31, 2017, in response to the Claimant's request for a meeting, the Respondent advised that the meeting scheduled for Wednesday could be rescheduled. Through no fault of her own, the Claimant did not meet with the Respondent's president, Kevin Bristol, until sometime in May 2018. The Claimant and Respondent failed to resolve their differences at this meeting.

12. On May 10, 2018, the Claimant obtained a Bid Proposal (Bid) in the amount of \$19,735.00 from Handyman to complete the work that Respondent had not finished or, in the case of the siding, even started.

13. The only item on the Bid that exceeded the scope of the original Contract is the proposal to install an 18 x 30 cabinet over the stove to house the stove hood and exhaust fan. The Bid combines the cabinet with the stove hood/exhaust fan for a total price of \$689.00. The Respondent estimates the cost of a new hood to be approximately \$80.00. The Allstate estimate allots \$100.80 to "detach and reset range hood" which brings the total for purchasing and installing a new stove hood/exhaust fan to \$180.80.

14. The Claimant is not related to the Respondent or any of his employees by blood or marriage.

### DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. §8-407(e)(1) (2015); Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3).<sup>5</sup> “[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true.” *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Pattern Jury Instructions* 1:7 (3d ed. 2000)).

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) (2015)<sup>6</sup>; see also COMAR 09.08.03.03B(2) (“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.” Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The Claimant provided credible testimony and documentation, including photographs of the status of the work as of May 2018, showing that, despite receiving a net payment of \$31,629.94, the Respondent performed unworkmanlike, inadequate, and incomplete home improvements.

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<sup>5</sup> As noted above, “COMAR” refers to the Code of Maryland Regulations.

<sup>6</sup> Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.



The Respondent did not replace the siding on the back of the house and was not willing to repair/replace the exterior sheathing to which the siding attaches. The Respondent argued that the Contract called for him only to replace the damaged siding. However, that allegation strains credulity, particularly as the photograph of the back of the house clearly shows that while a piece of plywood was temporarily placed over a hole in the exterior wall, the entire hole is not covered. Moreover, the plywood overlaps the existing exterior sheathing which means that any siding placed over it would not be flush with the surrounding siding. It is highly unlikely that industry standards would allow for this and the Respondent provided no evidence from which to conclude otherwise. The end result is that because the Respondent refused to repair the siding because he was unwilling to do the necessary prep work, the Claimant is left with an unfinished rear exterior wall which results in her pipes freezing when it gets cold.

The Respondent also argued that the new Bid price for the siding is too high for a mere repair and asserted that the Bid must contemplate replacing all of the siding on the rear of the house. However, the Bid clearly indicates that the siding will be replaced in an area encompassing 8 ½ x 38 feet, or 323 square feet. This is consistent with the Allstate estimate which provides for the removal and replacement of 353 square feet of siding. I therefore find no merit to the Respondent's argument.

In addition, while the Respondent did some work on most of the other items in the Contract, many were either left incomplete or were done in an unworkmanlike manner. For example, while the Respondent removed the wooden gate on the side of the backyard, he never replaced it with a new one as called for under the Contract. The Respondent initially argued that replacement of the gate was not listed in the Contract; however, a review of his copy of the Contract shows otherwise. With respect to the deck, the Respondent contended that he was not

responsible for building an entirely new deck but only for repairing some of the boards and replacing the lattice-work sides. That contention is not supported by the estimate from Allstate which clearly states that the deck needs to be "restored" because it is tied into the rear wall at the origin of the loss; the estimate includes materials sufficient to rebuild the entire deck.

The Respondent did not challenge the Claimant's testimony about the failure to install outlet covers on nine different electrical outlets; the failure to install vinyl flooring and baseboards in the kitchen, foyer, hallway, or bathroom; or the failure to reinstall or replace the Claimant's stove hood/exhaust fan in the kitchen and instead leaving her with wires protruding from her kitchen wall. Additionally, the Respondent did not dispute the Claimant's testimony and photographic evidence of the Respondent's failure to initially cut holes in the sheetrock in the basement to accommodate the Claimant's HVAC registers. While the Respondent did cut the holes after the Claimant complained, he did not then install vent covers over the holes, which has resulted in mice and snakes using the registers as a conduit into the house.

The Respondent initially challenged the Claimant's testimony that he was supposed to build a frame around the electrical panel. However, he withdrew the challenge after the Claimant explained that it was his own electrician who said it was needed in order for the electrical system to meet code standards. The Respondent also did not challenge the Claimant's testimony that he had moved and reinstalled her kitchen cabinets improperly so that her stove became essentially unusable by virtue of where his workers moved it to accommodate the cabinets.

The Respondent performed unworkmanlike, inadequate or incomplete home improvements. Based on the Respondent's action, the Claimant is eligible for compensation from the Fund.

Having found eligibility for compensation as a result of the Claimant establishing that she sustained an actual loss, 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). MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed some work under the Contract, and the Claimant intends to retain other contractors to complete or remedy that work. Accordingly, the following formula appropriately measures the Claimant's actual loss:

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)(c).

In this case, in order to apply the formula, I must first determine the actual amount the Claimant will pay another contractor to repair and perform the work not done by the Respondent. The Bid from Handyman includes installing a kitchen cabinet above the Claimant's stove that was not included in the original Contract. This item is coupled with the purchase and installation of a new stove hood/exhaust fan for a total price of \$689.00. The Respondent acknowledged that he "owes" the Claimant a new stove hood/exhaust fan because the one he removed was not salvageable. The Respondent estimates the cost of a new hood to be approximately \$80.00. The Allstate estimate allots \$100.80 to "detach and reset range hood"

which brings the total for this job to \$180.80. Therefore, once this is deducted from the \$689.00 combined price for the cabinet and new stove hood/exhaust fan, the Bid price must be reduced by \$508.20 bringing the total cost to repair and perform the work not done by the Respondent to \$19,226.80.

In addition, Nationstar is still holding insurance funds in the amount of \$6,630.59 in escrow to be paid when the work is completed. However, \$630.59 of that represents the remainder of what the Claimant is entitled to recoup for her lost personal property. Once that is deducted from the \$6,630.59, the remaining \$6,000.00 must be deducted from the total loss of \$19,226.80 in order to determine the exact amount the Claimant is entitled to recover from the Fund.

Employing the formula, I have calculated the Claimant's actual loss as follows:

Amount paid to Respondent:	\$31,629.94
	+
Cost to complete Contract:	<u>\$19,226.80</u>
	\$50,856.74
	-
Less original Contract price:	<u>\$37,629.94</u>
Actual loss:	\$13,226.80

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 her actual loss of \$13,226.80.

**PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$13,226.80 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 that amount from the Fund.

**RECOMMENDED ORDER**

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

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$13,226.80; 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;<sup>7</sup> and

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

**Signature on File**

March 14, 2019  
Date Decision Issued

Susan H. Anderson  
Administrative Law Judge

*1KAC*

SHA/da  
# 178455

<sup>7</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

Exhibit C

**PROPOSED ORDER**

***WHEREFORE, this 25<sup>th</sup> day of April, 2019, 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  
Panel B***

**MARYLAND HOME IMPROVEMENT COMMISSION**

**IN THE MATTER OF THE CLAIM  
OF THELMA DOUGLAS**

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**MARYLAND HOME IMPROVEMENT  
COMMISSION**

**AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ACTS OR OMISSIONS  
OF KEVIN BRISTOL t/a  
ADVANCE CONTRACTING, INC.**

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**MHIC CASE NO. 17(90)1313  
OAH CASE NO. DLR-HIC-02-18-29577**

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**FINAL ORDER**

This matter was heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on February 25, 2019. Following the evidentiary hearing, the ALJ issued a Proposed Decision on March 14, 2019, concluding that the homeowner Thelma Douglas (“Claimant”) sustained an actual and compensable loss of \$13,226.80 as a result of the acts and omissions of Kevin Bristol t/a Advance Contracting, Inc. (“Contractor”). *OAH Proposed Decision* p. 13. In a Proposed Order dated April 25, 2019, the Maryland Home Improvement Commission (“MHIC” or “Commission”) affirmed the Proposed Decision of the ALJ to award the Claimant \$13,226.80 from the MHIC Guaranty Fund. The Contractor subsequently filed exceptions of the MHIC Proposed Order.

On July 11, 2019, a hearing on the exceptions was held before a three-member panel (“Panel”) of the MHIC. The Contractor and Homeowner were both present without counsel. Nicholas Sokolow, Assistant Attorney General, appeared at the exceptions hearing to present evidence on behalf of the MHIC. The following six preliminary exhibits were offered by AAG Sokolow and admitted into evidence at the exceptions hearing: 1) March 14, 2019 OAH Proposed Decision, 2) April 25, 2019 Cover Letter for OAH Proposed Decision and MHIC Proposed Order, 3) USPS Tracking Information for Cover Letter, OAH Proposed Decision and MHIC Proposed Order, 4) Contractor’s Written Exceptions, 5) MHIC Proposed Order, and 6) May 20, 2019 Notice

of Exceptions Hearing set for July 11, 2019. Neither the Contractor nor the Claimant produced a copy of the transcript of the hearing before the ALJ, and therefore the Panel's review was limited to the ALJ's proposed decision, the exhibits introduced into evidence at the OAH hearing, and the preliminary exhibits offered by AAG Sokolow at the exceptions hearing. COMAR 09.01.03.09(G) - (I).

At the beginning of the hearing, Mr. Sokolow argued that the Contractor's exceptions were time-barred because they were filed over 20 days from the postmark date of the Commission's Proposed Order. Code of Maryland Regulations ("COMAR") 09.01.03.09A governs the deadline by which exceptions of a Proposed Order of the Commission must be filed and reads as follows:

**A. Filing Exceptions.**

(1) A party adversely affected by a proposed order shall have 20 days from the postmark date of the proposed order to file exceptions with the administrative unit.

(2) The date of filing exceptions with the administrative unit shall be the date of personal delivery to the unit or the postmark date on mailed exceptions.

The record shows that on April 25, 2019, the Commission mailed the parties a packet containing a cover letter, the OAH Proposed Decision, and the MHIC Proposed Order. *Exceptions Hearing Exhibits 1, 2, 3, 5.* The cover letter notified the parties that they had 20 days from the postmark date of the letter to file written exceptions to the enclosed decision, and that if no exceptions were filed the Proposed Order becomes final. *Exceptions Hearing Exhibit 2.* The deadline to file exceptions was May 15, 2019. The Contractor dates his written exceptions May 17, 2019 and the Commission's date stamp shows they were not received until May 20, 2019. *Exceptions Hearing Exhibit 4.* Therefore, the exceptions were filed untimely and the Commission's Proposed Order became final at the expiration of the 20-day deadline on May 15, 2019. The Proposed Order, affirming the OAH Proposed Decision to award the Claimant \$13,226.80 from the MHIC Guaranty Fund, remains the final decision of the Commission.



Having considered the parties' arguments and the evidence in the record it is this 15th day of October 2019 ORDERED:

- A. That the Findings of Fact of the Administrative Law Judge remain **AFFIRMED**;
- B. That the Conclusions of Law of the Administrative Law Judge remain **AFFIRMED**; AND
- C. That the Proposed Decision and Order of the Administrative Law Judge remains **AFFIRMED**;
- D. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

Joseph Tunney  
Chairperson –Panel  
Maryland Home Improvement  
Commission