

FILED

JAN 28 2013

DEPARTMENT OF REAL ESTATE
BY: James B. Mon

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-38301 LA
)	
JASON JOSE RODRIGUEZ, individually, and)	
doing business as International Home)	
Rentals,)	
)	
Respondent.)	
_____)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on , 2012 and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On July 26, 2012, Robin Trujillo made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed by certified mail, return receipt requested, to JASON JOSE RODRIGUEZ's ("RODRIGUEZ") last known mailing address on file with the Department on July 26, 2012. The certified mailing was returned to sender, with no forwarding address.

On , 2012, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, RODRIGUEZ's default was entered herein.

2.

RODRIGUEZ, individually, and doing business as International Home Rentals, is presently licensed and/or has license rights under the Real Estate Law as a prepaid rental listing service.

3.

PRLS Contract Requirement

On or about July 7, 2011, Respondent submitted a proposed PRLS contract, entitled "International Home Rentals" to the Department for approval, pursuant to his application for a PRLS license. The subject contract was approved for PRLS use by the Department, at which time Respondent was notified of the rules governing said contract's use.

4.

Respondent provided prospective tenants including, but not limited to, those listed in paragraphs 11 through 19 below, with a PRLS contract entitled "International Home Rentals" that had not been approved for PRLS use by the Department. Respondent induced prospective tenants to sign an addendum to the "International Home Rentals" contract entitled, "90 days limited refund guarantee policy." Said addendum contained a clause that modified the terms in the "International Home Rentals" contract, and was not submitted to the Department for approval for PRLS use. These documents, taken as a whole, constitute the entire agreement that was presented to prospective tenants by Respondent.

5.

Referrals to Unavailable Properties
(Substantial Misrepresentation/False, Misleading
or Deceptive Practices)

Respondent referred unavailable properties to, the potential tenants listed below:

Robert G.

6.

On or about September 9, 2011, Robert G. entered into a PRLS agreement with Respondent and paid Respondent One Hundred and Ninety-Five Dollars (\$195.00). Robert G. signed a contract entitled "International Home Rentals".

The contract had been approved for PRLS use by the Department.

7.

Respondent supplied Robert G. with referrals for several rental properties. Robert G. visited four of the listed properties and learned that all of them were unavailable for rent, and had been so for approximately 8 months.

8.

On September 17, 2011, Robert G. requested the Respondent refund his money. Respondent did not refund any portion of Robert G's money.

Savannah M.

9.

On or about January 7, 2012, Savannah M. entered into a PRLS agreement with Respondent and paid Respondent One Hundred and Ninety-Five Dollars (\$195.00). Savannah M. signed a contract entitled "International Home Rentals". The contract had been approved for PRLS use by the Department.

10.

Respondent supplied Savannah M. with referrals to several rental properties. Savannah M. visited one of the listed properties and was told that the property was not for rent and the owners had never heard of Respondent. Savannah M. visited another one of the properties on her referral list and discovered that it was not listed with Respondent.

Patricia D.

11.

On or about December 20, 2011, Patricia D. entered into a PRLS agreement with Respondent and paid Respondent One Hundred and Ninety-Five Dollars (\$195.00). Patricia D. signed a contract entitled "International Home Rentals". The contract had been approved for PRLS use by the Department.

12.

Respondent supplied Patricia D. with referrals for several rental properties. Patricia D. discovered that the properties were unavailable for rent.

13.

On December 23, 2011, Patricia D. requested that Respondent refund her money. Respondent sent a letter for Patricia D. in which Respondent refused to supply a refund,

citing additional terms and requirements not found in the PRLS contract approved by the Department.

Eloisa B.

14.

On or about August 17, 2011, Eloisa B. entered into a PRLS agreement with Respondent and paid Respondent One Hundred and Ninety-Five Dollars (\$195.00). Eloisa B. signed a contract entitled "International Home Rentals".

15.

On August 17, 2011, Respondent also induced Eloisa B. to sign an addendum to the "International Home Rentals" contract entitled, "90 days limited refund guarantee policy." Said addendum contained a clause that modified the terms in the "International Home Rentals" contract, and was not submitted to the Department for approval for PRLS use.

16.

On or about August 24, 2011, Eloisa B. was able to find a rental on her own, without using any referrals from Respondent. Eloisa B. requested a refund, but was denied a refund by Respondent, who cited the "90 days limited refund guarantee policy."

Josefina R.

17.

On or about July 29, 2011, Josefina R. entered into a PRLS agreement with Respondent and paid Respondent One Hundred and Ninety-Five Dollars (\$195.00). Josefina R. signed a contract entitled "International Home Rentals".

18.

On July 29, 2011, Respondent also induced Josefina R. to sign a Spanish language addendum to the "International Home Rentals" contract. Said addendum contained a clause that modified the terms in the "International Home Rentals" contract, and was not submitted to the Department for approval for PRLS use.

19.

Josefina R. submitted applications for several rentals that Respondent represented as available. All of the applications were rejected. When Josefina R. went to view one of the listed properties, she was told by the owner that the property was never available for rent.

Min X.

20.

On or about May 16, 2012, Min X. entered into a PRLS agreement with Respondent and paid Respondent One Hundred and Ninety-Five Dollars (\$195.00). Min X. signed a contract entitled "International Home Rentals". The contract had been approved for PRLS use by the Department.

21.

Respondent gave Min X. a listing or rental properties and told Min X. the properties were currently occupied by tenants. Respondent would call Min X. when the apartments were available for viewing. Min X. never received a call from Respondent. Min X. called the rental manager of one of the listed properties and discovered that the property was not for rent.

DETERMINATION OF ISSUES

1.

Respondent failed to comply with the right to refund requirements under Code Section 10167.10 by refusing to refund the advance fees paid by several prospective tenants including, but not limited to, those listed in paragraphs 6 through 8 and 14 through 16 above.

2.

The conduct, acts and/or omissions of Respondent as described herein above, are in violation of Sections 10167.9, 10167.10 and/or 10167.11 of the Code, and are grounds for the suspension or revocation of the real estate licenses and license rights of Respondent under the provisions of Section 10167.12(a)(1) of the Code.

3.

The standard of proof applied was clear and convincing proof to a reasonable certainty.

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ORDER

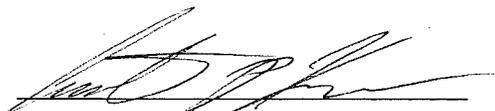
All licenses and license rights of JASON JOSE RODRIGUEZ under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon
on FEB 19 2013.

DATED: 1/17/13.

REAL ESTATE COMMISSIONER

by:


Awet P. Kidane
Chief Deputy Commissioner

FILED

1 Department of Real Estate
320 West Fourth Street, Suite 350
2 Los Angeles, CA 90013

JAN - 7 2013

3 (213) 576-6982

DEPARTMENT OF REAL ESTATE
BY: Jama B. (Don)

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 JASON JOSE RODRIGUEZ, individually,)
13 and doing business as International)
Home Rentals,)
14 Respondents.)

No. H-38301 LA

DEFAULT ORDER

16 Respondent JASON JOSE RODRIGUEZ, having failed to
17 file a Notice of Defense within the time required by Section
18 11506 of the Government Code, is now in default. It is,
19 therefore, ordered that a default be entered on the record
20 in this matter.

21 IT IS SO ORDERED

22 January 2, 2012
Real Estate Commissioner

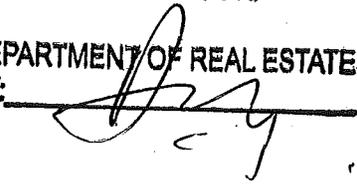
23
24 By:

Dolores Weeks

25 DOLORES WEEKS
26 Regional Manager
27

FILED

JUL 26 2012

DEPARTMENT OF REAL ESTATE
BY: 

1 JAMES DEMUS, Counsel (SBN 225005)
2 Department of Real Estate
3 320 West 4th Street, Suite 350
4 Los Angeles, California 90013-1105

5 Telephone: (213) 576-6982
6 (Direct) (213) 576-6910

7
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) NO. H-38301 LA
12)
13 JASON JOSE RODRIGUEZ,) A C C U S A T I O N
14 individually, and doing)
15 business as International Home)
16 Rentals,)
17 Respondent.)
18)

19 The Complainant, Robin Trujillo, a Deputy Real Estate
20 Commissioner of the State of California, for cause of Accusation
21 against JASON JOSE RODRIGUEZ, individually and doing business as
22 International Home Rentals, is informed and alleges as follows:

23 1.

24 The Complainant, Robin Trujillo, a Deputy Real Estate
25 Commissioner of the State of California, makes this Accusation
26 in her official capacity.

27 2.

28 JASON JOSE RODRIGUEZ, individually, and doing business
as International Home Rentals (hereinafter "Respondent"), is
presently licensed and/or has license rights under the Real

1 Estate Law, Part 1 of Division 4 of the California Business and
2 Professions Code (hereinafter "Code") as a prepaid rental
3 listing service licensee, pursuant to Code Section 10167, et
4 seq. (hereinafter "PRLS").

5 3.

6 Respondent is currently licensed by the Department of
7 Real Estate of the State of California (hereinafter
8 "Department") as a PRLS. Said license entitled Respondent to
9 conduct business under the fictitious name International Home
10 Rentals. During the times set forth herein below, Respondent
11 operated a PRLS.

12 4.

13 Whenever reference is made in an allegation of this
14 Accusation to Respondent, or conduct, acts, and/or omissions of
15 Respondent, such reference shall include the party identified in
16 Paragraph 3, above, and also includes the managers, employees,
17 agents and/or real estate licensees employed by or associated
18 with said party, who at all times herein mentioned were engaged
19 in the furtherance of the business or operations of said party
20 and who were acting within the course and scope of their
21 authority, agency, or employment.
22

23
24 FIRST CAUSE OF ACCUSATION
25 (PRLS Contract Requirement)

26 5.

27 On or about July 7, 2011, Respondent submitted a
28 proposed PRLS contract, entitled "International Home Rentals" to
the Department for approval, pursuant to his application for a

1 PRLS license. The subject contract was approved for PRLS use by
2 the Department, at which time Respondent was notified of the
3 rules governing said contract's use.

4 6.

5 Code Section 10167.9(c) states in pertinent part, "Any
6 modification of a form previously filed with the [department] ...
7 shall also be filed prior to use."

8 7.

9 Respondent provided prospective tenants including, but
10 not limited to, those listed in paragraphs 18 through 26 below,
11 with a PRLS contract entitled "International Home Rentals" that
12 had not been approved for PRLS use by the Department.

13 Respondent induced prospective tenants to sign an addendum to
14 the "International Home Rentals" contract entitled, "90 days
15 limited refund guarantee policy." Said addendum contained a
16 clause that modified the terms in the "International Home
17 Rentals" contract, and was not submitted to the Department for
18 approval for PRLS use. These documents, taken as a whole,
19 constitute the entire agreement that was presented to
20 prospective tenants by Respondent.

21 8.

22 The conduct, acts and/or omissions of Respondent
23 as described herein above, are in violation of Code Section
24 10167.9(c), and are grounds for the suspension or revocation of
25 the real estate license and license rights of Respondent under
26 the provisions of Section 10167.12(a)(1) of the Code.
27
28

1 Robert G.

2 13.

3 On or about September 9, 2011, Robert G. entered into
4 a PRLS agreement with Respondent and paid Respondent One Hundred
5 and Ninety-Five Dollars (\$195.00). Robert G. signed a contract
6 entitled "International Home Rentals". The contract had been
7 approved for PRLS use by the Department.

8 14.

9 Respondent supplied Robert G. with referrals for
10 several rental properties. Robert G. visited four of the listed
11 properties and learned that all of them were unavailable for
12 rent, and had been so for approximately 8 months.

13 15.

14 On September 17, 2011, Robert G. requested the
15 Respondent refund his money. Respondent did not refund any
16 portion of Robert G's money.

17 Savannah M.

18 16.

19 On or about January 7, 2012, Savannah M. entered into
20 a PRLS agreement with Respondent and paid Respondent One Hundred
21 and Ninety-Five Dollars (\$195.00). Savannah M. signed a
22 contract entitled "International Home Rentals". The contract
23 had been approved for PRLS use by the Department.

24 17.

25 Respondent supplied Savannah M. with referrals to
26 several rental properties. Savannah M. visited one of the
27 listed properties and was told that the property was not for
28

1 rent and the owners had never heard of Respondent. Savannah M.
2 visited another one of the properties on her referral list and
3 discovered that it was not listed with Respondent.

4 Patricia D.

5 18.

6 On or about December 20, 2011, Patricia D. entered
7 into a PRLS agreement with Respondent and paid Respondent One
8 Hundred and Ninety-Five Dollars (\$195.00). Patricia D. signed a
9 contract entitled "International Home Rentals". The contract
10 had been approved for PRLS use by the Department.

11 19.

12 Respondent supplied Patricia D. with referrals for
13 several rental properties. Patricia D. discovered that the
14 properties were unavailable for rent.

15 20.

16 On December 23, 2011, Patricia D. requested that
17 Respondent refund her money. Respondent sent a letter for
18 Patricia D. in which Respondent refused to supply a refund,
19 citing additional terms and requirements not found in the PRLS
20 contract approved by the Department.

21 Eloisa B.

22 21.

23 On or about August 17, 2011, Eloisa B. entered into a
24 PRLS agreement with Respondent and paid Respondent One Hundred
25 and Ninety-Five Dollars (\$195.00). Eloisa B. signed a contract
26 entitled "International Home Rentals".
27

28 22.

1 26.

2 Josefina R. submitted applications for several rentals
3 that Respondent represented as available. All of the
4 applications were rejected. When Josefina R. went to view one
5 of the listed properties, she was told by the owner that the
6 property was never available for rent.

7 Min X.

8 27.

9 On or about May 16, 2012, Min X. entered into a PRLS
10 agreement with Respondent and paid Respondent One Hundred and
11 Ninety-Five Dollars (\$195.00). Min X. signed a contract
12 entitled "International Home Rentals". The contract had been
13 approved for PRLS use by the Department.
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16 Respondent gave Min X. a listing or rental properties
17 and told Min X. the properties were currently occupied by
18 tenants. Respondent would call Min X. when the apartments were
19 available for viewing. Min X. never received a call from
20 Respondent. Min X. called the rental manager of one of the
21 listed properties and discovered that the property was not for
22 rent.

23 29.

24 The conduct, acts and/or omissions of Respondent as
25 described herein above, are in violation of Sections 10167.9,
26 10167.10 and/or 10167.11 of the Code, and are grounds for the
27 suspension or revocation of the real estate licenses and license
28

1 rights of Respondent under the provisions of Section
2 10167.12(a)(1) of the Code.

3 30.

4 Business and Professions Code Section 10167.10(e)
5 provides that "[I]f the licensee fails to make a refund as
6 provided in this section and if the denial or delay in making
7 the refund is found to have been done in bad faith, a court of
8 appropriate jurisdiction, including a small claims court, shall
9 be empowered to award damages to the plaintiff in an amount not
10 to exceed One Thousand Dollars (\$1,000) in addition to actual
11 damages sustained by the plaintiff. If the licensee refuses or
12 is unable to pay the damages awarded by the court, the award may
13 be satisfied out of the security required under Section
14 10167.7."

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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all licenses and/or license rights of Respondent
5 JASON JOSE RODRIGUEZ, individually and doing business as
6 International Home Rentals, under the Real Estate Law (Part 1 of
7 Division 4 of the California Business and Professions Code),
8 that Complainant be awarded its costs of investigation and
9 prosecution of this case, and for such other and further relief
10 as may be proper under other applicable provisions of law.
11

12
13 Dated at Los Angeles, California

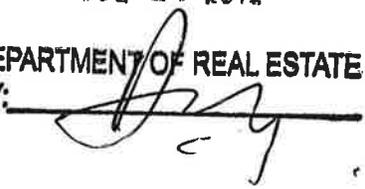
14
15 this 26 day of July, 2012.

16
17 
18 Robin Trujillo
19 Deputy Real Estate Commissioner
20
21
22
23
24

25 cc: Jason Jose RODRIGUEZ
26 Robin Trujillo
27 Sacto
28

FILED

JUL 26 2012

DEPARTMENT OF REAL ESTATE
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1 JAMES DEMUS, Counsel (SBN 225005)
2 Department of Real Estate
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19 in the furtherance of the business or operations of said party
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21 authority, agency, or employment.
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13 be satisfied out of the security required under Section
14 10167.7."

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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all licenses and/or license rights of Respondent
5 JASON JOSE RODRIGUEZ, individually and doing business as
6 International Home Rentals, under the Real Estate Law (Part 1 of
7 Division 4 of the California Business and Professions Code),
8 that Complainant be awarded its costs of investigation and
9 prosecution of this case, and for such other and further relief
10 as may be proper under other applicable provisions of law.
11

12
13 Dated at Los Angeles, California

14
15 this 26 day of July, 2012.

16
17 
18 Robin Trujillo
19 Deputy Real Estate Commissioner
20
21
22
23
24

25 cc: Jason Jose RODRIGUEZ
26 Robin Trujillo
27 Sacto
28