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FILED

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DEPARTMENT OF REAL ESTATE
By J. Taggart

9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of:

13 A. MARIE IDEN,

14 Respondent.

No. H-3392 FR

ACCUSATION

15 The Complainant, BRENDA SMITH, acting in her official capacity as a
16 Supervising Special Investigator of the State of California, for cause of Accusation against A.
17 MARIE IDEN ("Respondent"), is informed and alleges as follows:

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19 Respondent is presently licensed and/or has license rights under the Real Estate
20 Law (Part 1 of Division 4 of the Business and Professions Code) ("Code") as a real estate broker.

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22 At all times mentioned herein, Respondent engaged in the business of, acted in the
23 capacity of, advertised, or assumed to act as a real estate licensee, in the State of California,
24 within the meaning of Section 10131(a) of the Code, including the operation and conduct of a
25 real estate resale brokerage with the public, wherein, on behalf of others, for compensation or in
26 expectation of compensation, Respondent sold and offered to sell, bought and offered to buy,
27 solicited prospective sellers and purchasers of, solicited and obtained listings of, and negotiated
the purchase and resale of real property.

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2 In or about February 2020, Complainant Susan R. ("Seller") entered into a listing
3 agreement with Century 21-Ditton Realty and salesperson Rene C. ("Seller's Agent") whereby
4 Seller's Agent agreed to list for sale Seller's mobile home located at 39737, Road 274, Space 62,
5 in Bass Lake, California ("Subject Property").

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7 At all times relevant to this Accusation, Respondent served as the buyer's agent
8 for the purchase of the Subject Property by Leslie P. ("Buyer").

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10 On or about February 21, 2020, Respondent submitted a Manufactured Home
11 Purchase Agreement and Joint Escrow instructions on behalf of Buyer to purchase the Subject
12 Property for \$65,000 with a condition that Seller contribute ten percent of the purchase price to
13 Buyer's closing costs. On February 23, 2020, Seller issued a counter-offer accepting the offer
14 price of \$65,000 but declining to contribute ten percent of the purchase price to Buyer's closing
15 costs. On February 24, 2020, Buyer accepted Seller's counter-offer. Escrow was to close thirty
16 days after acceptance.

17
18 On or about March 28, 2020, Seller and Buyer executed an Extension of Time
19 Addendum extending the close of escrow to April 1, 2020. After escrow failed to close on time,
20 Seller's Agent issued a Notice to Perform on April 9, 2020.

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22 On March 31, 2020, Seller's Agent removed the lockbox on the Subject Property
23 and provided Respondent with keys to the Subject Property in order for Respondent to complete
24 the final walkthrough with Buyer. Respondent was allowed to retain the keys to the Subject
25 Property until escrow closed at which time she could provide the keys to Buyer. Respondent was
26 never given permission to provide Buyer with the keys to the Subject Property prior to the close
27 of escrow.

Buyer wished to occupy the property prior to the close of escrow so on about April 10, 2020, Respondent executed an Interim Occupancy Agreement offering for Buyer to move into the Subject Property on April 10, 2020 for \$50 per month. Upon receiving the Interim Occupancy Agreement, Seller's agent called Respondent and informed Respondent that Seller refused to grant Buyer early occupancy and that seller refused to sign the Interim Occupancy Agreement. No Interim Occupancy Agreement was ever executed by Seller or by Seller's Agent.

On or about April 12, 2020, Respondent contacted Seller's agent to ask if Buyer could move some boxes onto the Subject Property as Buyer only had help from her son on that date. Seller's agent relayed this request to Seller, and Seller gave her permission for Buyer to access the Subject Property for the limited purpose of moving the boxes onto the Subject Property. Seller's Agent told Respondent that Buyer could access the Subject Property to move boxes into the Subject Property but that Buyer could "not move in" to the Subject Property.

On or about April 12, 2020, Respondent provided Buyer with the keys to the Subject Property and failed to inform Buyer that she could not move into the Subject Property prior to the close of escrow. Respondent also failed to take the keys back from Buyer after providing them to Buyer for the purpose of moving boxes onto the Subject Property prior to the close of escrow.

On or about April 15, 2020, prior to the close of escrow, Seller arrived at the Subject Property and found that Buyer had moved in without her permission, knowledge, or consent. When Seller asked Buyer to vacate the Subject Property, Buyer refused and said she had the keys and knew her rights.

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The acts and/or omissions of Respondent, as alleged above in Paragraphs 7 through 11, are grounds for the revocation or suspension of Respondent's real estate license and license rights under Sections 10177(d) (willfully violated the real estate law) and 10177(g) (negligence/incompetence) of the Code.

Section 10106 of the Code provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the Department of Real Estate ("Department"), the Commissioner may request the Administrative Law Judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered revoking all license and license rights of Respondent under the Real Estate Law, for the cost of investigation and enforcement as permitted by law, and for such other and further relief as may be proper under other provisions of law.


BREND A SMITH
Supervising Special Investigator

Dated at Fresno, California,
this 13 day of December, 2021.

DISCOVERY DEMAND

Pursuant to Sections 11507.6, *et seq.* of the *Administrative Procedure Act*, the Department hereby makes demand for discovery pursuant to the guidelines set forth in the *Administrative Procedure Act*. Failure to provide Discovery to the Department may result in the exclusion of witnesses and documents at the hearing or other sanctions that the Office of Administrative Hearings deems appropriate.