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FILED

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BUREAU OF REAL ESTATE

By B. Nicholas

BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of

MARIA AQUILINA GUZMAN,

Respondent.

No. H- 6435 SAC

ACCUSATION

The Complainant, TRICIA PARKHURST, a Supervising Special Investigator of the State of California, for cause of Accusation against MARIA AQUILINA GUZMAN (Respondent), is informed and alleges as follows:

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The Complainant, TRICIA PARKHURST, a Supervising Special Investigator of the State of California, makes this Accusation in her official capacity.

2

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

3

At all times mentioned, Respondent engaged in the business of, acted in the capacity of, advertised, or assumed to act as a real estate licensee, in the State of California, within the meaning of Section 10131(a) of the Code, including the operation and conduct of a

1 real estate resale brokerage with the public wherein, on behalf of others, for compensation or in
2 expectation of compensation, Respondent sold and offered to sell, bought and offered to buy,
3 solicited prospective sellers and purchasers of, solicited and obtained listings of, and negotiated
4 the purchase and resale of real property.

5 4

6 On or about February 3, 2015, Respondent submitted an offer on behalf of buyer,
7 Diana J. (buyer), to purchase the property located at 10185 Swann Way, Elk Grove, California
8 (Swann property). Terms of the offer include, but are not limited to:

9 Purchase price of \$299,000.

10 Initial deposit in the amount of \$1,000.

11 First loan in the amount of \$240,000.

12 Balance of down payment or purchase price in the amount of \$58,000 to be
13 deposited with Escrow Holder pursuant to Escrow Holder instructions.

14 Escrow was to close within 45 days.

15 Other terms included that "Seller may rent back at buyers PITI. (seller to advise
16 the amount of time and buyer to approve). Buyer understands that the sale is
17 contingent upon seller finding replacement property."

18 5

19 On or about February 5, 2015, seller, Sandra W. (seller), accepted the buyer's
20 offer to purchase the Swann property.

21 6

22 Respondent knew and failed to disclose to the seller that buyer's ability to
23 purchase the Swann property was contingent upon buyer's ex-husband refinancing a property and
24 buy-out buyer's interest in that property. Without buyer's ex-husband refinance, buyer would not
25 have the \$58,000 needed to purchase the Swann property and close escrow.

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Due to delays in buyer's ex-husband being able to obtain a refinance two requests for extension of the close of escrow were made by Respondent on behalf of buyer for the Swann property. The first extension was made on or about March 19, 2015, to extend the close of escrow to March 31, 2015. A second extension was made on or about April 1, 2015, to extend the close of escrow to April 8, 2015.

On or about April 7, 2015, seller submitted to Respondent Addendum No. 3 for buyer's signature. Addendum No. 3 provided, in part, "Seller to be provided a 14 day or less rent back from time of closing, at no charge to seller."

On or about April 15, 2015, Respondent sent Addendum No. 3 to buyer for her signature. Buyer was not in agreement with the terms for the 14 day rent back. Respondent advised buyer to cross out the information she was not in agreement with and to insert the amount of days she would be willing to accept. Based on Respondent's instructions, buyer crossed out the 14 days and wrote in 4 days. Buyer then signed Addendum No. 3 and emailed it to escrow, as directed by Respondent. Seller was unaware of the changed term.

On or about April 14, 2015, escrow closed on the Swann property.

Due to the delays caused by Respondent's failure to disclose the full financing of the buyer to seller, it put the seller's deposit and ability to purchase a replacement property in jeopardy.

The change to Addendum No. 3 caused confusion over who had possession of the Swann property after the close of escrow.

The acts and/or omissions of Respondent as alleged in the above constitute grounds for the suspension or revocation of the licenses and license rights of Respondent under Sections 10176(a), 10176(i), and/or 10177(g) of the Code.

COST RECOVERY

Section 10106 of the Code provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the Bureau, 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 imposing discipline on all licenses and license rights of Respondents under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), for the costs of the investigation and enforcement of this case as permitted by law, and for such other and further relief as may be proper under the provisions of law.



TRICIA PARKHURST
Supervising Special Investigator

Dated at Sacramento, California,
this 29th day of August, 2016

DISCOVERY DEMAND

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