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FILED
APR 19 2010
DEPARTMENT OF REAL ESTATE
By *L. Frost*

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of
CHRISTOPHER ANTHONY SUAREZ,
Respondent.

No. H-30229 LA

ORDER GRANTING REINSTATEMENT OF LICENSE

On November 18, 2004, in Case No. H-30229 LA, a Decision was rendered revoking the real estate broker license of Respondent effective December 8, 2004, but granting Respondent the right to the issuance of a restricted real estate broker license. A restricted real estate broker license was issued to Respondent on March 14, 2005; and Respondent has operated as a restricted licensee since that time.

On May 4, 2009, Respondent petitioned for the removal of restrictions attaching to Respondent's real estate broker license, and the Attorney General of the State of California has been given notice of the filing of the petition.

I have considered Respondent's petition and the evidence and arguments in support thereof. Respondent has demonstrated to my satisfaction that Respondent meets the requirements of law for the issuance to Respondent of an unrestricted real estate broker license and that it would not be against the public interest to issue said license to Respondent.

1 NOW, THEREFORE, IT IS ORDERED that Respondent's petition for
2 reinstatement is granted and that a real estate broker license be issued to Respondent if
3 Respondent satisfies the following conditions within twelve (12) months from the date of this
4 order:

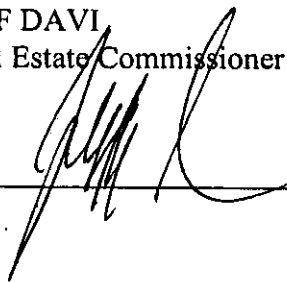
5 1. Submittal of a completed application and payment of the fee for a real
6 estate broker license.

7 2. Submittal of evidence of having taken and successfully completed the
8 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal
9 of a real estate license.

10 This Order shall become effective immediately.

11 DATED: 3/2/2000

12 JEFF DAVIS
13 Real Estate Commissioner

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15
16

FILED
NOV 18 2004
DEPARTMENT OF REAL ESTATE

BEFORE THE DEPARTMENT OF REAL ESTATE

Laura B. Jure

STATE OF CALIFORNIA

* * * * *

In the Matter of the Accusation of)	No. H-30229 LA
CHRISTOPHER ANTHONY SUAREZ,)	L-2003090240
)	
)	
Respondent(s).)	

DECISION

The Proposed Decision dated October 13, 2004, of the Administrative Law Judge of the Office of Administrative Hearings, is hereby adopted as the Decision of the Real Estate Commissioner in the above-entitled matter.

~~This Decision shall become effective at 12 o'clock noon on~~ DEC - 8 2004

IT IS SO ORDERED November 18, 2004

JEFF DAVI
Real Estate Commissioner

[Signature]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation Against:

CHRISTOPHER ANTHONY SUAREZ

Respondent.

Case No. H-30229 LA

OAH No. L2003090240

PROPOSED DECISION

The above-captioned matter was heard on June 29, 2004, at Los Angeles, California. Joseph D. Montoya, Administrative Law Judge (ALJ), Office of Administrative Hearings, presided. Complainant was represented by Ms. Martha J. Rosett, Staff Counsel, Department of Real Estate. Respondent Christopher Suarez appeared in propria persona.

Evidence was received on the hearing date, but the record was held open so that the parties could file closing briefs. Thereafter, on July 26, 2004, Complainant filed her brief, and later gave notice, on July 28, 2004, that she was amending the accusation pursuant to Government Code section 11516. The amended pleading was filed with the Office of Administrative Hearings on that date. On August 4, 2004, Complainant submitted a written supplemental closing argument.

No response was received to the proposed amendment, and no closing argument was received from Respondent on the due date, August 9. The ALJ wrote Respondent on August 30, 2004, making clear that he was entitled to respond to the proposed amendment and to make further argument, and further extending the time to do so until Friday, September 10, 2004. No response was received, and to assure none was forwarded, the case was not deemed submitted until September 13, 2004.¹

The effect of the amendment is to delete allegations that Respondent is subject to discipline pursuant to Business and Professions Code² sections 10176, subdivisions (a) or (i), 10177, subdivision (g). Instead, the sole basis of discipline now alleged is that Respondent is subject to discipline pursuant to section 10177, subdivision (j), for fraud or dishonest dealing.

The Administrative Law Judge hereby makes his findings of fact, conclusions of law, and orders, as follows:

¹ The first amended accusation and its cover letter shall become part of Exhibit 1. Complainant's closing argument and supplemental brief will be identified as Exhibits 13 and 14, respectively. The ALJ's letter to Respondent shall be identified as Exhibit 15.

² All further statutory references shall be to the Business and Professions Code unless otherwise noted.

FINDINGS OF FACT

1. Complainant Maria Suarez filed the accusation and amended accusation in the above-captioned proceeding while acting in her capacity as a Deputy Real Estate Commissioner of the Department of Real Estate ("the Department"), State of California.

2. Respondent Christopher Anthony Suarez (hereafter sometimes "Respondent"), at all times relevant to this matter, was licensed by the Department as a real estate broker. He was first licensed by the Department as a salesperson on July 15, 1991, and was first licensed as a broker on September 15, 1997. He holds license number 01114287, which will expire on September 15, 2005, if not renewed.

3. This administrative disciplinary proceeding is rooted in a real estate transaction in which Respondent sold his own home (then owned with his former wife) to another couple, Mr. and Mrs. Stevens. Respondent acted as his own real estate agent in the transaction. Essentially, Complainant alleges he acted dishonestly in the transaction, failing to disclose known material defects of the house which were related to prior termite infestation and damage. This case ensued after the buyers complained to the Department. Respondent denies he acted improperly in the transaction, and specifically denied the allegations of the accusation. All jurisdictional requirements have been met.

4. The house in question is located in La Canada, California. Respondent and his former wife (who may sometimes be referred to by her current name, Ms. Benz) purchased the house, located on Indianola Way, from Mr. and Mrs. Owens, who had resided there for many years. Escrow on the Owens-Suarez sale closed in approximately April 1999. The house was then about 50 years old and was in need of some repair, both cosmetically and structurally.

5. When Respondent bought the house, a termite inspection was performed by King Termite Control, Inc. (King Termite) on April 9, 1999, before escrow closed. King Termite issued a written report (King report), which revealed termite damage, evidence of infestation, evidence of dry rot, and the possible sources of such problems. The items of concern set out in the report included the following:

(A) Subterranean termites were evident under the substructure, and evidence of damage by such pests was found on some wood framing under the substructure.

(B) Two stall showers indicated leaking, dry rot and fungus. It was recommended that the showers be repaired, including by dismantling part of the shower and replacing damaged wood framing on an as-needed basis.

(C) Subterranean termites were evident under a concrete slab, and a damaged door jamb was described in the report.

(D) Some of the home's wood siding was in contact with the earth, and a window sill in the front bay window was damaged by dry rot and fungus.

6. Some treatment was undertaken by the termite company, but repairs were not made. The treatment amounted to local attacks upon pests; it did not include fumigating or "tenting" the property. The King report estimated the costs of repairs to the showers to be \$1,950. The parties to the Owens-Suarez sale agreed that Mr. Suarez would have repairs made after he completed the purchase of the property.

7. After he completed the purchase of the house, Respondent did undertake repairs to it, including parts of the home that evinced termite damage or dry rot. For example, in the course of upgrading the detached garage, where there was such damage to some of the framing, new reinforcing studs and other framing components were installed.² In the front of the house, where the siding—wooden shingles—showed damage from contact with the earth, at least one row of damaged shingles was replaced. The adjacent garden beds were changed and drainage improved. Further, rain gutters were installed around the house, and in conjunction with other drainage improvements, tended to carry water away from the house, to minimize the chance of future damage to the siding of the home. The damaged window was repaired and upgraded.

8. One of the two bathrooms was completely remodeled. The space was stripped back to studs and subfloor in that process; this addressed the repair recommendations set out in the King report. However, the other bathroom, referred to throughout the hearing as "the pink bathroom" because of its pink tile floor and walls, was not remodeled, nor was the shower pan deconstructed and rebuilt as recommended by the King report. Respondent did have a company that specializes in refinishing tile re-grout the shower, and caulk it. The owner of that firm, Tom Syms, opined to the Respondent that the shower pan was not leaking, but that the problem was in the drain, which was re-caulked.

9. Overall, the house was significantly improved cosmetically, if not structurally. After the bulk of the improvements described above were completed, Respondent, his former wife, and their two small children moved into the home.

10. By August 2000 Respondent and his wife had decided to sell the house. According to Respondent, this was because they were going to get divorced. Ms. Benz attested that the house was being sold because of marital difficulties, although formal divorce proceedings were not instituted until July 2001. Respondent's neighbor, a real estate agent, learned of the plan to sell, and she told her clients, Mr. and Mrs. Stevens, of the opportunity. Mr. Suarez made clear to the buyers' agent, before formal negotiations began, that the sale was going to be "as is"; that he and his wife were not going to make any repairs or grant any credits in the transaction.

² The garage was then dry-walled, which made the framing inaccessible when later inspected by other pest-control firms.

11. Mr. and Mrs. Stevens made a written offer to purchase the home on August 29, 2000, for \$645,000, with a 30-day escrow. The offer also carried a proviso that the sellers would pay for a pest control report, and that sellers would pay for any "section 1" recommended-work. Buyers would be responsible for any work recommended as "section 2." Buyers also had the right to inspect the home. Respondent and his wife promptly made a counter offer, late in the evening of August 29, 2000. That counter offer changed some particulars, setting close of escrow and change of possession to October 5 and 6, designating who would provide title insurance and escrow services, disclosing that both sellers were real estate brokers, and stating that seller would pump the septic system and furnish receipts for a recent inspection, but would not provide a certificate on the septic system. The counter offer specified that some personal property was not part of the sale. The buyers accepted these provisions, and a contract was made on the 29th.

12. The contract provides, at part 7, subpart A, that the property was being sold in its then physical condition, subject to buyers' right to inspect. In bold print, part 7, subpart B states: "Seller shall disclose known material facts and defects, and make other disclosures required by law." A separate document was provided to the Buyers with the offer, entitled "Buyer's inspection advisory." This is a standard form created by the California Association of Realtors, describing the importance of making inspections, and stating the rights and responsibilities of parties to a real estate transaction vis-à-vis inspections. Under the heading "Seller Rights and Duties" it states: "Seller is required to disclose to you all material facts known to him/her which affect the value or desirability of the Property." The document specifically, and in bold print, advises buyers to conduct full inspections of the property.

13. The buyers did have an inspection performed, but it did not disclose any significant defects. And, Respondent did comply with the provisions of the contract that called for a termite report. He hired Atomic Exterminators (Atomic), a licensed pest-control firm, and they performed an inspection of the property on August 31, 2000, two days after the sale contract was made.

14. (A) Atomic issued a written report which noted subterranean termites were found, in more than one area, and it recommended chemical treatment. Dry rot was noted near the front of the house where Respondent had repaired wood siding, and drywood termites were found in the attic. Atomic also noted "subterranean damage" in two areas. Atomic estimated the costs at \$150.00 for the subterranean termites, \$395.00 for drywood termites, and \$180.00 for repairs. Mr. and Mrs. Stevens each signed the document on September 20, 2000, thereby approving it.

(B) However, the report also states that the stall showers were not tested, "per owner." The report implies that neither shower was tested. As set forth below in Finding 17, Mrs. Stevens brought this to Respondent's attention.

15. Atomic performed work on the property, and issued a "standard notice of work completed and not completed". It showed that recommendations were completed for the items 1A, 1B, 7A, 10A, 10B, 11A, from the report of August 31. This left two items—1C

and 11B—not remedied by Atomic. Per the Atomic report, the former was subterranean damage and the latter was dryrot. The report had recommended that the owner contact a licensed contractor to remedy these items, and the notice of work completed states that these two items were “completed in a work man like manner”, though not completed by Atomic. The standard notice of work completed state that Atomic was not liable for those items.

16. Mr. Stevens approved the notice of work completed on September 26, 2000, and his wife signed the document, approving it, the next day.

17. According to Mrs. Stevens, after the buyers obtained the Atomic report, they noted that the showers had not been inspected. She brought the matter up in a conversation with Respondent, who stated there was some mistake and he would clear it up. He then attempted to call Atomic but could not get through, but made clear he would follow up on the problem. This occurred before the Stevens’ accepted the Atomic notice of work completed. Atomic then came out, before the close of escrow, and did some work on the pink bathroom. This was treated as a “callback” by Atomic, according to the testimony of their office manager, Ms. Ramirez.

18. According to Respondent, Atomic understood that the one bathroom had been heavily remodeled and should not have any issues, but that he did not prevent them from inspecting the pink bathroom. Ms. Benz testified that on the day of the inspection she saw the Atomic employee inspecting the pink bathroom, and that she had told them of the remodeling to the other bathroom. A document generated by Atomic’s inspector, not attached to the report, reiterates that the showers were not inspected at the behest of the owner of the house, who at that point was Mr. Suarez, and his wife.

19. Escrow closed, and the Stevens family moved into the home. Subsequently, they suffered termite problems, and some of the problems appeared centered on the pink bathroom. For example, termites appeared to be coming from the shower drain in that bathroom. Atomic was called back out, and made an attempt to remedy some of the problems, but would not address the matter of the bathroom, as the bathroom work had essentially been excluded from the report. Mrs. Stevens complained to the Structural Pest Control Board (SPCB), the agency that licensed Atomic, but ultimately decided not to allow Atomic to attempt to remedy the problems, and so the SPCB closed its file on the matter. It should be understood that Atomic was willing to fully fumigate the house—to tent the property—as part of its remedial efforts, and even prepared a notice of fumigation, but Mr. Stevens cancelled the fumigation, even though the work would have been supervised by the SPCB. This cancellation occurred in approximately November 2001.³

20. Atomic did prepare another inspection report, in October 2001, before the relationship with Mr. and Mrs. Stevens was severed. That report indicates a number of problems, similar to those noted in the first Atomic report. These include subterranean damage, drywood termites, dryrot in subflooring and floor joists, termites in the window

³ The date of cancellation is not set forth on the notice of fumigation, which was scheduled for November 12, 2001

stool and in some of the wood siding, and wood in contact with the earth in some exterior areas. Further, this report states: "repair dryrot under stall shower. Shower pan must be removed for proper repair." This second report does not make it completely clear to which shower is refers.

21. Meanwhile, in February 2001 the house was inspected by Custom Pest Control. That firm generated a report on February 5, 2001, which showed subterranean termites dryrot, and drywood termites. That report also noted dryrot near the stall "shower(s)," and it recommended that the dryrot be repaired before any water testing was performed. Among the other recommendations was tenting and fumigation, in response to the drywood termites found near the bay window. However, Custom was not hired to tent the home for the Stevens.

22. Mr. and Mrs. Stevens attempted to obtain some resolution of their problems from Respondent, who essentially referred the matter to Atomic. When the Stevens would not accept further work from Atomic, this created an impasse.

23. Respondent testified that he believed that the repairs called for in the King report for Mr. Owens had been performed, and that therefore there was nothing to disclose. That is, Owens had the property treated, then Respondent undertook to repair the items left to a contractor under the King report. He hired contractors to perform a number of those repairs, and therefore he had nothing left to disclose; all had been remedied. He believes that the Atomic report covered any other items and that such tended to make all the disclosures that were necessary. Implicitly, their guarantee would cover him. He points out that the assertions of the Stevens, and now Complainant, boil down to a claim that he would commit fraud to avoid paying \$450.00, the typical cost to him, for repairing a shower pan.

24. Respondent has never been the subject of a disciplinary proceeding prior to this time, nor is there any evidence that he has ever been found liable in a civil proceeding for any nonfeasance or malfeasance.

25. Based on the entire record, it must be concluded that Respondent should have disclosed that he had learned from King Termite that the shower pan in the pink bathroom might leak, and that dry rot had been seen underneath that area. He should have made that disclosure because he had not attempted repairs to the dry rot in the pink bathroom; while he took steps to repair in the other bathroom he had put off work in the pink one. While he did some repair to the tile, there is no evidence that he subsequently had the shower pan tested by a professional, so as to determine if King had assessed the issue properly, or whether the tile repairing firm was correct about the nature of the problem there.

26. Respondent's failure to disclose that the dryrot under the pink bathroom had not been addressed, and that the shower pan had not been retested since after the grout was upgraded, in all the circumstances constituted dishonest dealing and fraud. While the damage to the buyers is subject to some dispute, a reasonable amount of damage is \$750.00, more than Respondent's estimate, and somewhat less than Atomic's estimate of repair.

LEGAL CONCLUSIONS

1. Jurisdiction to proceed in this matter was established pursuant to sections 10071 and 10100, based on Factual Findings 1 through 3.

2. Cause to discipline Respondent's license pursuant to section 10177, subdivision (j) has been established, due to Respondent's dishonest dealing in connection with the sale of his residence in 2000, based on Factual Findings 3-26.

3. Respondent's license should be placed on restricted status for three years, a suspension should be imposed, and probationary terms should be imposed, including the obligation to make restitution, based on all the foregoing, and the discussion below.

Discussion and Rationale:⁴

Despite a sometimes convoluted record, replete with numerous inspection reports and alleged inferences of a conspiracy between Respondent and one or even two termite companies, the essence of the case is that Respondent did not repair all of the damage disclosed to him by the original King report, and he failed to disclose the existence of such un-repaired problems. At bottom, Mr. Suarez had knowledge that the Atomic report did not disclose all of these issues, and he had reason to know that even after Atomic went back out to his house (after its original inspection, and before escrow closed) it had not cured the dry rot under the pink bathroom. These are material facts that should have been disclosed.

Respondent provided photographic evidence that he had made some of the repairs recommended by King Termite, such as to the bottom exterior wall shingles near the front planter. His ex-wife corroborated that repairs had been made there as well as repairs in the garage. There was documentary evidence of many other repairs as well. Respondent and Ms. Benz had remodeled one bathroom, and while the Stevens discovered problems there when they did further remodeling, it is reasonably inferred that Respondent had reason to believe that the problems of dry rot and with the shower pan in that particular bathroom had been remedied by the extensive remodeling. Likewise, it is reasonably inferred that he thought that other problems disclosed in the King Termite report had been remedied, including any active infestations, which had been treated by King Termite at the expense of Mr. Owens.

However, it is clear is that no significant work was done to the structural underpinnings of the pink bathroom. While the grout may have been repaired, the dryrot

⁴ The section that follows is within the ambit of Government Code section 11425.50, subdivision (d), and meant to provide a discussion of legal issues raised as well as key evidence, and a rationale for the findings, conclusions, and proposed order. So far as stated, it is intended to augment credibility findings. However, the evidence and authorities referenced are not necessarily the only ones relied on in reaching the decision.

underneath the shower area had not been remedied, and Respondent knew it had not been remedied; all reports indicate that the way to remedy the problem is to take out the shower pan, repair wood members as needed, and replace the shower pan and retile the bottom of the shower. If Atomic on its "callback" had conducted the repairs it would have been obvious to Respondent, who still lived in the home.

Respondent tended to treat the issues that arose between himself and the buyers as problems between them and Atomic, and while there is a kernel of truth in that position, it does not quite avail him of a defense. It is apparent that Atomic, under its one-year guarantee, was obligated to respond to a number of problems that had not been remedied by it in 2000. The Structural Pest Control Board treated the matter that way, and the October 2001 report by Atomic reveals many of the problems it had addressed just before the change of escrow still existed. The Stevens' had a chance to obtain a free fumigation and other work from Atomic and refused that work; but that does not absolve Respondent of his failure to disclose the unrepaired dryrot and potentially leaky shower pan.

Respondent was fully aware of his obligations; as a real estate licensee he knows the duty to disclose is placed on sellers, and on their agents. Further, the contract made clear his obligation of disclosure. He failed to perform his contractual and legal duties, and was dishonest in doing so. While he points out that he could have the shower pan repaired for about \$450.00 (the reports imply it might cost up to approximately \$1,000), this tends to only prove that he was venal in his dishonesty.

This behavior must be addressed by the Commissioner. In light of the minimal damage, and in light of Respondent's otherwise clean record, an outright revocation of his license is not warranted. However, action must be taken that will bring home to him the serious nature of his transgression, and a suspension will hopefully allow him time to contemplate his failings in this matter, while providing a deterrent to others. He should also make restitution to the buyers, sufficient to assist in the repair of the pink bathroom, which they attested they would eventually remodel in any event.

ORDER

The license and licensing rights held by Respondent Christopher Anthony Suarez to act as a real estate broker are hereby revoked provided, however, that a restricted real estate broker's license shall be issued to Respondent pursuant to Section 10156.5 of the Business and Professions Code upon his application for such a restricted license. The restricted license issued to Respondent shall be subject to all of the provision of Section 1015.6 of the Business and Professions Code and to the following limitations, conditions and restrictions imposed under authority of section 10156.6 of that Code:

1. Any restricted real estate license issued to Respondent as a result of this decision shall be suspended for a period of fourteen days.

2. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or plea of nolo contendere to a crime which is substantially related to the Respondent's fitness or capacity as a real estate licensee.

3. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulation of the Real Estate Commissioner or conditions attaching to the restricted license.

4. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until three (3) years have elapsed from the effective date of this Decision.

5. Respondent shall, within nine months from the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has, since the most recent issuance of an original or renewal real estate license, taken and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the Commissioner may order the suspension of the restricted license until the Respondent presents such evidence. The Commissioner shall afford Respondent the opportunity for a hearing pursuant to the Administrative Procedure Act to present

6. Respondent shall, within six months from the effective date of this Decision, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, the Commissioner may order suspension of Respondent's license until Respondent passes the examination.

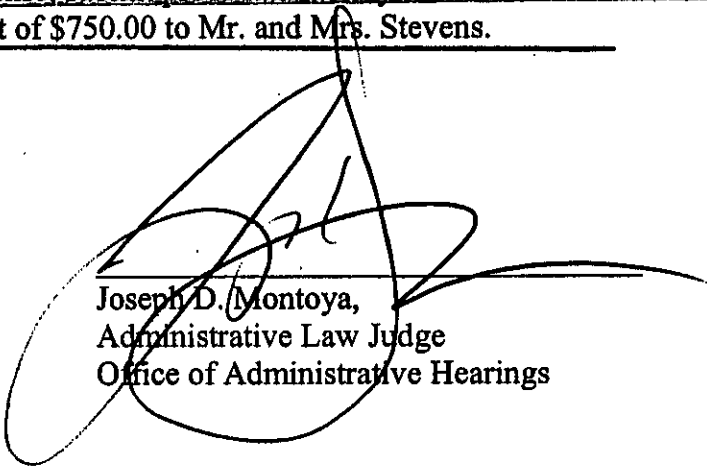
7. Respondent shall report in writing to the Department of Real Estate as the Real Estate Commissioner shall direct by his decision herein or by separate written orders issued while the restricted license is in effect, such information concerning Respondent's activities for which a real estate license is required, as the Commissioner shall deem to be appropriate to protect the public interest.

Such reports may include, but shall not be limited to, periodic independent accountings of trust funds in the custody and control of Respondent and periodic summaries of salient information concerning each real estate transaction in which Respondent has engaged during the period covered by the report.

8. During the period that the restricted license is in effect Respondent shall obey all laws, rules, and regulations governing the rights, duties, and responsibilities of a real estate licensee in the State of California, and shall remain in compliance with the terms and conditions of his criminal probation.

9. Respondent shall, prior to the issuance of the restricted license and as a condition of the issuance of said restricted license, submit proof satisfactory to the Commissioner of payment of restitution in the amount of \$750.00 to Mr. and Mrs. Stevens.

October 13, 2004



Joseph D. Montoya,
Administrative Law Judge
Office of Administrative Hearings

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DEPARTMENT OF REAL ESTATE

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MARTHA J. ROSETT, Counsel (SBN 142072)
Department of Real Estate
320 West Fourth Street, #350
Los Angeles, California 90013

(213) 576-6982
(213) 576-6914

By *Janet B. Luna*

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	DRE No. H-30229 LA
)	OAH No. L-2003090240
)	
CHRISTOPHER ANTHONY SUAREZ,	<u>FIRST AMENDED</u>
)	<u>A C C U S A T I O N</u>
)	
Respondent.)
)	

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, does hereby amend the Accusation filed against CHRISTOPHER ANTHONY SUAREZ (hereinafter "Respondent") on August 11, 2003, and is informed and alleges as follows:

1.

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

//

2.

1
2 At all times herein mentioned; Respondent had and still
3 has license rights under the Real Estate Law (Part 1 of Division
4 4 of the Business and Professions Code, hereinafter "Code").
5 Respondent was first licensed by the Department of Real Estate
6 (hereinafter "Department") on July 15, 1991 as a real estate
7 salesperson. Respondent has been licensed as a broker since
8 September 15, 1997.

9
10 3.

11 In 1999, Respondent purchased residential property
12 located at 4936 Indianola Way, La Canada, California, 91011
13 (hereinafter "Indianola Way Property"). During the pendency of
14 escrow on that purchase, a termite inspection was performed on or
15 about April 9, 1999. King Termite Control, Inc. ("King Termite")
16 provided the owner of the property, Arthur Owens, with a "Wood
17 Destroying Pests and Organisms Inspection Report" for the
18 property. The inspection report noted, among other things, that
19 there was leakage in the shower stall as well as dry rot and
20 fungus. Repairs were recommended. In addition, the report
21 recommended repairs in the garage due to subterranean termite
22 damage.

23
24 4.

25 On or about June 29, 1999, King Termite prepared a
26 report of completed termite repair work on the Indianola Way
27 property authorized by owner Arthur Owens. In their Notice of

1 Completion, provided to the owner and to Respondents, King
2 Termite referenced several items which were in need of repair
3 which were not repaired due to the limited nature of King
4 Termite's contract with the buyer. These items included the
5 damage to the shower stall and repairs in the garage.

6 5.

7 Escrow on Respondent's purchase of the Indianola Way
8 Property closed on or about June 28, 1999. At or before that
9 time, Respondent received a copy of the termite inspection report
10 as well as the completion report from King Termite.

11 6.

12 On August 29, 2000, Gary and Eileen Stevens made an
13 offer to purchase the Indianola Way Property from Respondent. A
14 counter-offer was accepted and a purchase agreement entered into.
15 In accordance with the terms of the purchase agreement,
16 Respondent ordered a Pest Control Report. On August 31, 2000,
17 Atomic Exterminators performed an inspection. In their
18 inspection report, the Exterminators indicated that the stall
19 shower was, "Not tested, as per owner". Atomic prepared a
20 Standard Notice of Completion of Work setting forth the areas
21 which were repaired. Atomic's Termite Inspection Report and
22 Notice of Completion of Work were provided to the buyers through
23 Dilbeck's escrow company at 3:32 p.m. on September 27, 2000, the
24 day before the close of escrow, and after the loan had funded.

25 //

7.

1
2 At no time prior to the close of escrow did Respondent,
3 who was acting both as seller and listing agent, disclose to the
4 buyer or the buyer's agent the prior King Termite report or that
5 King Termite found evidence of leakage, dry rot damage, and
6 fungus in the stall shower and termite damage in the subterranean
7 areas of the garage. Nor did Respondent disclose that King
8 Termite had, a little over one year prior to the purchase,
9 recommended repairs to both those areas which repairs were not
10 performed.

11
12 8.

13 In early 2001, after moving into the Indianola Way
14 Property, Mr. and Mrs. Stevens discovered problems with termites.
15 At that time, they contacted the previous owner who sold the
16 property to Respondent and obtained a copy of the King Termite
17 report from them. This is when they discovered that King
18 Termite had noted damage to the stall shower and in the
19 subterranean areas of the garage.

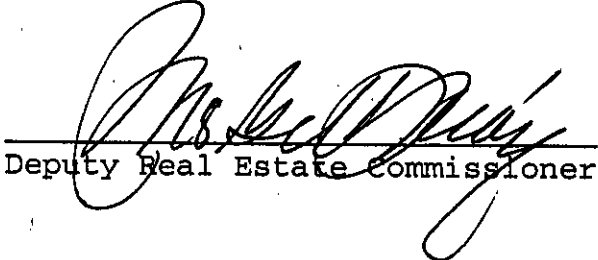
20
21 9.

22 The conduct, acts and/or omissions of Respondent, as
23 described herein above, constitutes a substantial
24 misrepresentation, fraud or dishonest dealing, and is cause for
25 the suspension or revocation of the Respondent's real estate
26 license and license rights, under the provisions of Code Section
27 10177 (j).

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WHEREFORE, the Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all licenses and/or license rights of Respondent CHRISTOPHER ANTHONY SUAREZ under the Real Estate Law and for such other and further relief as may be proper under applicable provisions of law.

Dated at Los Angeles, California
this 28th day of July, 2004.


Deputy Real Estate Commissioner

cc: Christopher Anthony Suarez
Dilbeck Realty
Sacto.
Maria Suarez
LA
OAH

Sacto
2003

FILED
OCT 7 2003
DEPARTMENT OF REAL ESTATE

**BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA**

By Sama B. Ch...

In the Matter of the Accusation of

CHRISTOPHER ANTHONY SUAREZ,

Case No. H-30229 LA

OAH No. L-2003090240

}
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Respondent

NOTICE OF HEARING ON ACCUSATION

To the above named respondent:

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, California on **JUNE 29 & 30, 2004**, at the hour of **9:00 a.m.**, or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: October 7, 2003

By Martina J. Rosett
MARTHA J. ROSETT, Counsel

cc: Christopher Anthony Suarez
Dilbeck Realty
Sacto. OAH

*Sacto
2/2/03*

1 MARTHA J. ROSETT, Counsel (SBN 142072)
2 Department of Real Estate
3 320 West Fourth Street, #350
4 Los Angeles, California 90013
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FILED
AUG 11 2003
DEPARTMENT OF REAL ESTATE

By Laura B. Crow

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	No. H-30229 LA
CHRISTOPHER ANTHONY SUAREZ,	<u>A C C U S A T I O N</u>
Respondent.	

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against CHRISTOPHER ANTHONY SUAREZ (hereinafter "Respondent"), is informed and alleges as follows:

1.

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

2.

At all times herein mentioned, Respondent had and still has license rights under the Real Estate Law (Part 1 of Division

1 4 of the Business and Professions Code, hereinafter "Code").
2 Respondent was first licensed by the Department of Real Estate
3 (hereinafter "Department") on July 15, 1991 as a real estate
4 salesperson. Respondent has been licensed as a broker since
5 September 15, 1997.

6 3.

7 In 1999, Respondent purchased residential property
8 located at 4936 Indianola Way, La Canada, California, 91011
9 (hereinafter "Indianola Way Property"). During the pendency of
10 escrow on that purchase, a termite inspection was performed on or
11 about April 9, 1999. King Termite Control, Inc. ("King Termite")
12 provided the owner of the property, Arthur Owens, with a "Wood
13 Destroying Pests and Organisms Inspection Report" for the
14 property. The inspection report noted, among other things, that
15 there was leakage in the shower stall as well as dry rot and
16 fungus. Repairs were recommended. In addition, the report
17 recommended repairs in the garage due to subterranean termite
18 damage.
19

20 4.

21 On or about June 29, 1999, King Termite prepared a
22 report of completed termite repair work on the Indianola Way
23 property authorized by owner Arthur Owens. In their Notice of
24 Completion, provided to the owner and to Respondents, King
25 Termite referenced several items which were in need of repair
26 which were not repaired due to the limited nature of King
27

1 Termite's contract with the buyer. These items included the
2 damage to the shower stall and repairs in the garage.

3 5.

4 Escrow on Respondent's purchase of the Indianola Way
5 Property closed on or about June 28, 1999. At or before that
6 time, Respondent received a copy of the termite inspection report
7 as well as the completion report from King Termite.

8 6.

9 On August 29, 2000, Gary and Eileen Stevens made an
10 offer to purchase the Indianola Way Property from Respondent. A
11 counter-offer was accepted and a purchase agreement entered into.
12 In accordance with the terms of the purchase agreement,
13 Respondent ordered a Pest Control Report. On August 31, 2000,
14 Atomic Exterminators performed an inspection. In their
15 inspection report, the Exterminators indicated that the stall
16 shower was, "Not tested, as per owner". Atomic prepared a
17 Standard Notice of Completion of Work setting forth the areas
18 which were repaired. Atomic's Termite Inspection Report and
19 Notice of Completion of Work were provided to the buyers through
20 Dilbeck's escrow company at 3:32 p.m. on September 27, 2000, the
21 day before the close of escrow, and after the loan had funded.

23 7.

24 At no time prior to the close of escrow did Respondent,
25 who was acting both as seller and listing agent, disclose to the
26 buyer or the buyer's agent the prior King Termite report or that
27

1 King Termite found evidence of leakage, dry rot damage, and
2 fungus in the stall shower and termite damage in the subterranean
3 areas of the garage. Nor did Respondent disclose that King
4 Termite had, a little over one year prior to the purchase,
5 recommended repairs to both those areas which repairs were not
6 performed.

7 8.

8 In early 2001, after moving into the Indianola Way
9 Property, Mr. and Mrs. Stevens discovered problems with termites.
10 At that time, they contacted the previous owner who sold the
11 property to Respondent and obtained a copy of the King Termite
12 report from them. This is when they discovered that King
13 Termite had noted damage to the stall shower and in the
14 subterranean areas of the garage.

15 9.

16 The conduct, acts and/or omissions of Respondent, as
17 described herein above, constitutes a substantial
18 misrepresentation, fraud or dishonest dealing, and/or negligence
19 or incompetence, and is cause for the suspension or revocation of
20 the Respondent's real estate license and license rights, under
21 the provisions of Code Section 10176(a), 10176(i) and/or
22 10177(g).

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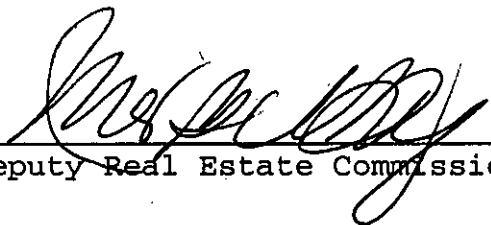
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1 WHEREFORE, the Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all licenses and/or license rights of Respondent
5 CHRISTOPHER ANTHONY SUAREZ under the Real Estate Law and for such
6 other and further relief as may be proper under applicable
7 provisions of law.

8 Dated at Los Angeles, California

9 this 14 day of August, 2003.

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14 Deputy Real Estate Commissioner
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20 cc: Christopher Anthony Suarez
21 Dilbeck Realty
22 Sacto.
23 Maria Suarez
24 LA
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