

**FILED**

MAY 11 2021

DEPT. OF REAL ESTATE

By @Delano

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation Against ) No. H-41978 LA  
)  
CARLOS MARTINEZ, doing business )  
as Platinum Consulting Rental Service, )  
) ACCUSATION  
)  
Respondent. )  
)

The Complainant, Maria Suarez, a Supervising Special Investigator of the State of California, for cause of Accusation against CARLOS MARTINEZ, doing business as Platinum Consulting Rental Service, (sometimes referred to as "Respondent") alleges as follows:

1.

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

2.

All references to the "Code" are to the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, of the California Code of Regulations.

1 LICENSE HISTORY

2 3.

3 a. Respondent CARLOS MARTINEZ is presently licensed and/or has license  
4 rights under the Code as a restricted real estate broker, license ID 01325720.

5 b. The Department of Real Estate ("Department") originally issued Respondent  
6 a broker license on or about April 15, 2008.

7 c. According to the Department's records to date, since December 18, 2015,  
8 Respondent has maintained the licensed fictitious business name "Platinum Consulting Rental  
9 Service."

10 4.

11 On or about October 23, 2015, in Case No. H-39561 LA, the Real Estate  
12 Commissioner ("Commissioner") revoked the real estate broker license of Respondent and  
13 issued Respondent a restricted broker license for violations of Code sections 10145 and 10146  
14 and Regulations 2831, 2831.1, 2832, and 2832.1.

15 5.

16 On or about January 4, 2018, in Case No. H-40888 LA, the Commissioner  
17 ordered Respondent, doing business as Platinum Consulting Rental Service, to desist and  
18 refrain from engaging in Prepaid Rental Listing Services ("PRLS") activities within the State of  
19 California which violate Code section 10167.10 by failing and refusing to refund advance fees  
20 paid by prospective tenants under circumstances entitling the prospective tenants to obtain a  
21 full or partial refund.

22 CAUSE FOR ACCUSATION

23 6.

24 All further references to Respondent herein include Respondent, and also  
25 employees, agents and real estate licensees employed by or associated with Respondent who at  
26 the times herein mentioned were engaged in the furtherance of the business or operations of  
27

1 Respondent and who were acting within the course and scope of their authority and  
2 employment.

3 7.

4 At all times mentioned herein, Respondent engaged in the business of supplying  
5 prospective tenants with a listing of residential real properties for tenancy, by publication or  
6 otherwise, pursuant to an arrangement under which the prospective tenants are required to pay  
7 an advanced or contemporaneous fee, which constitutes a PRLS, and is subject to the  
8 provisions of Code section 10167 et seq.

9 8.

10 At all times mentioned herein, Respondent engaged in the business of advance  
11 fee brokering within the definition of Code section 10131.2 by claiming, demanding, charging,  
12 receiving or collecting an advanced fee prior to fully completing the service the licensee  
13 contracted to perform or represented would be performed within the meaning of Code section  
14 10026 in connection with any employment undertaken to provide a listing as that term is  
15 defined in Code section 10027.

16 9.

17 On or about March 23, 2016, Respondent filed the form of contract proposed to  
18 be used for Respondent's PRLS activities. Respondent's filed form included the clause setting  
19 forth the right to a full or partial refund of the fee paid as provided in Code section 10167.10.

20 10.

21 During the course of Respondent's PRLS activities, Respondent utilized a  
22 written agreement ("PRLS Agreement") which bore the name "Platinum Consulting Rental  
23 Service," and described Respondent as a prepaid rental listing service. This PRLS Agreement,  
24 however, is an unauthorized amended version of the 2016 contract submitted to the Department  
25 in that it failed to include the clause setting forth the right to a full refund of the fee paid as  
26 provided in Code section 10167.10, to wit:

1 If, within five days after payment of a fee, the licensee has not  
2 supplied the prospective tenant with at least three available rental  
3 properties meeting the specifications of the contract as to (i) type  
4 of structure; (ii) designated area; (iii) furnished or unfurnished;  
5 (iv) number of bedrooms; (v) maximum rental; and (vi) any other  
6 specification expressly set forth in the contract, the full amount of  
7 the fee paid shall be refunded to the prospective tenant upon  
8 presentation of evidence of that failure within 10 days after the  
9 expiration of the five-day period. The prospective tenant is not  
10 entitled to a refund if the prospective tenant obtain a rental  
11 through the services of the licensee.

12 11.

13 Respondent engaged in PRLS activities on behalf of numerous prospective  
14 renters, including but not limited to those set forth below, and utilized the unauthorized PRLS  
15 Agreement that failed to include the clause setting forth the right to a full refund of the fee paid  
16 as provided in Code section 10167.10.

17 a. On or about May 1, 2018, B.S.<sup>1</sup> entered the PRLS Agreement with  
18 Respondent. Respondent's receipt of the sum of \$200.00 in cash from B.S. is acknowledged in  
19 the PRLS Agreement. Upon visiting one of the rental properties provided by Respondent, B.S.  
20 discovered that the property was unavailable. B.S. requested a refund of the \$200.00 fee.  
21 Respondent refunded B.S. in the amount of \$150.00.

22 b. On or about March 15, 2019, J.L. entered the PRLS Agreement with  
23 Respondent. Respondent's receipt of the sum of \$200.00 in cash from J.L. is acknowledged in  
24 the PRLS Agreement. J.L. requested a refund of the \$200.00 fee. At no time did J.L. receive a  
25 refund of the payment made to Respondent.

26 c. On or about September 6, 2019, G.L. entered the PRLS Agreement with  
27 Respondent. Respondent's receipt of the sum of \$200.00 in cash from G.L. is acknowledged in  
the PRLS Agreement. Upon visiting the rental properties provided by Respondent, G.L.  
discovered that the properties were unavailable and had been rented two to three months prior.

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<sup>1</sup> Initials are used in place of individual's full name to protect their privacy.

1 G.L. subsequently obtained a rental without the assistance of Respondent. In response to G.L.  
2 request for a refund, Respondent advised G.L. to send Respondent the rental contract. G.L.  
3 asked Respondent for the form for the refund. Respondent replied that the check was in the  
4 mail. At no time did G.L. receive a refund of the payment made to Respondent.

5 d. On or about October 10, 2019, M.M. entered the PRLS Agreement with  
6 Respondent. Respondent's receipt of the sum of \$200.00 in cash from M.M. is acknowledged  
7 in the PRLS Agreement. M.M. subsequently obtained a rental without the assistance of  
8 Respondent. On or about October 17, 2019, M.M. returned to Respondent's office to request a  
9 refund. M.M. completed the refund form provided by Respondent's employee. Respondent's  
10 employee informed M.M. that the refund will be mailed in the form of a money order within 10  
11 working days. At no time did M.M. receive a refund of the payment made to Respondent.

12 e. On or about December 30, 2019, P.G. entered the PRLS Agreement with  
13 Respondent. Respondent's receipt of the sum of \$200.00 by money order is acknowledged in  
14 the PRLS Agreement. Upon visiting the rental properties provided by Respondent, P.G.  
15 discovered properties were unavailable. Respondent requested a refund. At no time did P.G.  
16 receive a refund of the payment made to Respondent.

17 (PRLS AGREEMENT ADVANCE APPROVAL)

18 11.

19 Pursuant to Code section 10167.9(c), the form of contract proposed to be used  
20 by a licensee to effect compliance with the provisions of Code section 10167.9 shall be filed  
21 and approved by the Department prior to use. Respondent failed to submit the PRLS  
22 Agreement to the Department prior to its use in violation of Code section 10167.9(c).

23 (REFUND OF PRLS ADVANCE FEE)

24 12.

25 Respondent failed to comply with the provisions of Code section 10167.10  
26 setting forth a prospective renter's right to obtain a refund of an advance fee paid for PRLS  
27 services by failing and refusing to refund fees under circumstances entitling prospective

1 tenants, including but not limited to those listed in Paragraph 10, above, to receive a full or  
2 partial refund of the advance fee.

3 (FALSE, MISLEADING OR DECEPTIVE ADVERTISEMENT OR REFPRESENTATION)

4 13.

5 Respondent violated Code section 10167.11 in that Respondent made false,  
6 misleading and/or deceptive representations to prospective tenants, including but not limited to  
7 those described in Paragraph 10, above, concerning their entitlement to receive a refund of the  
8 fee and the availability of the property for tenancy.

9 14.

10 The conduct, acts and/or omissions of Respondent as described above are  
11 grounds for the suspension or revocation of the real estate license and license rights of  
12 Respondent under the provisions of Code sections 10176(a), 10176(b), 10176(i), 10177(d),  
13 10177(j), and/or 10177(g).

14 COSTS

15 (INVESTIGATION AND ENFORCEMENT COSTS)

16 15.

17 Section 10106 of the Code, provides, in pertinent part, that in any order issued in  
18 resolution of a disciplinary proceeding before the Department, the Commissioner may request  
19 the administrative law judge to direct a licensee found to have committed a violation of this  
20 part to pay a sum not to exceed the reasonable costs of investigation and enforcement of the  
21 case.

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23 ///

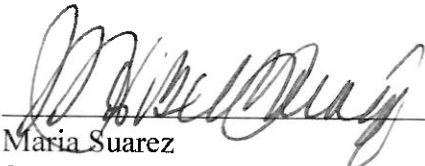
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1 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of  
2 this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary  
3 action against all the licenses and/or license rights of Respondent CARLOS MARTINEZ,  
4 doing business as Platinum Consulting Rental Service, under the Real Estate Law, for the costs  
5 of investigation and enforcement as permitted by law and for such other and further relief as  
6 may be proper under other applicable provisions of law.

7  
8 Dated at Los Angeles, California this 30th day of April, 2021.

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11   
12 Maria Suarez  
13 Supervising Special Investigator  
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25 cc: CARLOS MARTINEZ  
26 Maria Suarez  
27 Sacto.