IN THE MATTER OF THE CLAIM	*	**BEFORE RACHAEL BARNETT,**
OF TAMMIE & SCOTT ANTONELLI,	*	**AN ADMINISTRATIVE LAW JUDGE**
CLAIMANTS	*	**OF THE MARYLAND OFFICE**
AGAINST THE MARYLAND HOME	*	**OF ADMINISTRATIVE HEARINGS**
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF PAUL BUCK,	*	
T/A BUCK CONSTRUCTION,	*	**OAH No.: LABOR-HIC-02-20-00094**
RESPONDENT	*	**MHIC No.: 19(90)1096**

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PROPOSED DECISION

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STATEMENT OF THE CASE

On August 5, 2019, Tammie & Scott Antonelli (Claimants) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department),[1] for reimbursement of $27,337.00 in actual losses allegedly suffered as a result of a home improvement contract with Paul Buck, trading as Buck Construction (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411

[1] On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation became the Department of Labor.

(2015).[2] On December 20, 2019, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on January 13, 2021 via videoconference. Md. Code Ann., Bus. Reg. §§ 8-407(a), 8-312; COMAR 28.02.01.20B. Andrew Brouwer, Assistant Attorney General, Department, represented the Fund. Paul Capriolo, Esquire, represented the Claimants, who were present. The Respondent represented himself.

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2020); COMAR 09.01.03; and COMAR 28.02.01.

ISSUES

1. Did the Claimants sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?

2. If so, what is the amount of the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on the Claimants' behalf:

Clmt. Ex. 1 - Complaint form filed with the Department, February 12, 2019

Clmt. Ex. 2 - Spreadsheets, undated

Clmt. Ex. 3 - Letter from the Department to the Claimants, May 10, 2019

Clmt. Ex. 4 - Home Improvement Claim Form, August 5, 2019

Clmt. Ex. 5 - Estimate by Buck Construction, June 1, 2017

[2] Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

Clmt. Ex. 6 - Accounting for 203(k) Rehabilitation Funds, July 17, 2017 – January 17, 2018

Clmt. Ex. 7 - Foundation Plan, undated

Clmt. Ex. 8 - First Floor Plan, undated

Clmt. Ex. 9 - Kitchen Plan, undated

Clmt. Ex. 10 – Specification Manual – Brothers Services Company, May 4, 2019

Clmt. Ex. 10a – 10r – Photographs, printed April 30, 2020

Clmt. Ex. 11a – 11u – Photographs, printed April 30, 2020

Clmt. Ex. 13a – 13b - Photographs, undated

Clmt. Ex. 16a – 16k - Photographs, printed April 30, 2020

I admitted the following exhibits on the Respondent's behalf:

Resp. Ex. 1 - Aerial view of the Claimants' home, printed January 13, 2021

Resp. Ex. 2 - Aerial view of the Claimants' home, 2018 Google Maps

Resp. Ex. 3 - Architectural drawing of the home's exterior, undated

Resp. Ex. 4 - Architectural drawing of the home's exterior, undated

Resp. Ex. 5 - Architectural drawing of the home's exterior, undated

I admitted the following exhibits on the Fund's behalf:

Fund Ex. 1 - Hearing Order, December 10, 2019

Fund Ex. 2 - Hearing notices:
- Notice of Remote Hearing, December 15, 2020
- Notice of Hearing, August 24, 2020
- Notice of Hearing, February 27, 2020

Fund Ex. 3 - Letter from the Department to the Respondent, August 26, 2019, with attached copy of Home Improvement Claim Form, August 5, 2019

Fund Ex. 4 - License registration for Buck Construction, Inc., various dates (current)

Testimony

The Claimants both testified and did not present other witnesses.

The Respondent testified and did not present other witnesses.

The Fund did not present any testimony.

PROPOSED FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 5450320.

2. The Claimants own a home in Harford County, Maryland. In 2017, the Claimants decided to renovate their home and build an addition.

3. In 2017, an architect drew plans for the Claimants. The Claimants provided these plans to the Respondent.

4. On June 27, 2017, the Claimants and the Respondent entered into a contract to build an addition onto the Claimants' home and renovate the first floor of the home. The renovations included extending and renovating the master bedroom and bathroom and replacing the roof. The addition included a mudroom with an archway leading into the kitchen, a kitchen, and dining room/family room combined space, and a roof with gutters (Contract).

5. The original agreed-upon Contract price was $156,362.67.

6. The Claimants and Respondent revised the Contract to include additional items and upgrades; the final price of the Contract was $168,114.92, including a reimbursement for appliances that the Claimants purchased independently. The Claimants paid the full amount of the final Contract over the course of the construction project.

7. The Claimants financed the work through a loan with M&T Bank.

8. On July 17, 2017, the Respondent began work.

9. The Respondent completed his work in January 2018. The addition added approximately 900 square feet onto the home.

10. The Respondent issued the Claimants a Limited Warranty.

11. After construction was completed, the Claimants noticed several issues including a leaky kitchen sink and nail pops throughout the addition.

12. The Claimants and the Respondent communicated via text message and over the phone through May 2018 when their communication broke down. During this period of communication, the Respondent came to the Claimants' home and inspected the perceived deficiencies. He made some corrections to his work (such as spackling two holes in the bedroom ceiling) but did not do so to the Claimants' satisfaction.

13. On June 25, 2018, the Claimants sent the Respondent an email, notifying him of several perceived flaws with the construction of the addition and renovations within the original footprint of the home.

14. The parties corresponded over email into the fall of 2018, and the Respondent made some repairs.

15. Even after his repairs, the Respondent's work had the following flaws:[3]

- Nail pops and paint flaws in various areas of the home,
- Repainting needed – to cover up the Respondent's spackling job in the master bedroom,
- The archway leading into kitchen is uneven,
- The outlet in the office stopped working during the course of construction,

[3] The Claimants alerted the Respondent to all of these issues via email.

- There was a rattling sound above the hood vent for the oven,
- The kitchen sink leaked,
- Vent pipe collars were incorrectly installed,
- Chimney flashing was improperly installed,
- The down spout was incorrectly installed, and
- Gutters were incorrectly installed.

16. On January 19, 2020, Ruane Contracting, Inc. proposed to perform repairs to the chimney; the cost for all repairs would be $1,200.00.

17. The Ruane Contracting, Inc. estimate included work that the Respondent was not responsible for under the Contract, namely the chimney.

18. On a date unknown, John Flenner, electrician, fixed the outlet in the office that stopped working during the Respondent's renovation work. The cost was $68.00.

19. On June 14, 2019, Champion Plumbing & Heating, Inc. repaired the leaking kitchen sink. The cost was $130.00.

20. Brothers Services Company inspected the interior and exterior work performed by the Respondent at the Complainants' home and proposed several repairs. The estimate for the interior repairs was $12,612.00. The estimate for the exterior repairs was $3,678.00.

21. Harford Appliance Repair Service, Inc. inspected a rattling sound when the hood fan above the stove was turned on and remedied the rattling by anchoring a loose part for $90.00.

DISCUSSION

In this case, the Claimants have the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3). To prove a claim by a preponderance of the

[illegible]

evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor . . . ." Md. Code Ann., Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) ("The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor."). "'[A]ctual loss' means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Md. Code Ann., Bus. Reg. § 8-401. For the following reasons, I find that the Claimants have proven eligibility for compensation.

The Respondent performed unworkmanlike, inadequate, or incomplete home improvements in some areas of the renovated space within the home and within the new addition. Some of the Claimants' complaints about the Respondent's work rise to the level of unworkmanlike, inadequate, or incomplete home improvements; however, some are purely aesthetic or outside the scope of the Contract. The Respondent received written notice of all the Claimants' complaints via email. Because the Contract encompassed so many different rooms, I will address them individually in two general categories – interior and exterior renovations.

Interior Renovations

Master Bedroom

The master bedroom was part of the original home. During the renovation, the Respondent opened up a wall to extend it in size as part of the addition. The Respondent installed a new window, new closet, and new outlets. The Complainants noticed two holes in their bedroom ceiling and notified the Respondent. He came to their home and applied spackle. The Complainants testified that they and the Respondent had an agreement that the Respondent

would return to sand the spackled area and repaint the ceiling; however, he never did so. The Respondent failed to address this area during his testimony and did not offer any documents to support a position that he was not responsible for repainting the ceiling. I find that the Respondent failed to complete his repair of the master bedroom ceiling when he spackled the area but did not sand and repaint it. This was an incomplete home improvement and the cost to remedy this issue will be considered as part of an award.

Master Bathroom

The Claimants' home had a master bathroom prior to the renovation. The Respondent stripped it down and completely redid the space, including the installation of a new shower, new vanity, new lights, flooring, plumbing, and painting the walls. The Claimants alleged that some of the stonework in the shower broke down, leaving lose stones and the paint job was "uneven." The faucet on the vanity was overtightened, causing it to stop short of a normal position. The Claimants also offered into evidence an estimate from Brothers Services Company, documenting that the ceiling in the bathroom is uneven.

The Respondent argued that the Claimants selected a faucet from Pottery Barn that had a plastic ring and aluminum screws; he suggested a metal one, instead. The Respondent's suggestion was a sensible one, because metal is sturdier than plastic. It is unclear whether the vanity was not properly installed by the Respondent or simply was of low quality. More evidence would be needed to resolve this question. For this reason, I do not find fault in the Respondent's installation of the vanity. The Respondent testified he was "not sure what happened to the stonework in the shower" but did not disagree that stones came loose. The Respondent did not testify about any unevenness of paint in the bathroom. There is a photograph of the bathroom, showing part of the wall and the baseboard in evidence (Clmt. Ex. 10q). This

picture shows a less than clean edge for the paintwork around the airduct; however, it is not egregious and does not arise the level of unworkmanlike, inadequate, incomplete home improvement. The Respondent did not address the bathroom ceiling; however, since a professional remodeling company documented that the ceiling was uneven, I will find that the uneven ceiling is an unworkmanlike home improvement and will be considered as part of an award. (Clmt. Ex. 10). Having stones come loose from the shower during such a short period of time indicates they were not properly installed by the Respondent. I find the Respondent performed the stonework in the shower in an inadequate manner. However, neither party offered any evidence of the cost to repair the shower stonework, so no award is possible.

Archway

The Claimants testified that the archway the Respondent constructed between their mudroom and kitchen was lopsided. They noticed that one of the top curves was significantly higher than the other when they put their dining room table in the dining area. Claimants' exhibit 10f and 10g show the archway and it is indeed visibly uneven. With regard to the archway, the Respondent testified that he "didn't realize it was off at first." The Respondent did not deny the flaw in his construction, nor did he correct it. Constructing a visibly uneven archway amounts to an unworkmanlike or inadequate home improvement and therefore, the remedy to this deficiency will be considered as part of an award.

Kitchen

The Claimants' old kitchen became their new laundry room, and the Respondent constructed a new kitchen within the addition. The Claimants had many concerns about the kitchen. The Claimants testified that the cabinets were supposed to be flush against the ceiling; however, there was a small gap. The Respondent testified that the Claimants had the cabinets

designed and kitchen layout done by Home Depot, and the cabinets measured forty-two inches. The Respondent testified that he installed the cabinets correctly and that when the Claimants brought the gap issue to his attention, he installed trim above the cabinets; however, the Claimants did not like the aesthetic of the trim and directed him to remove it, which he did. Without hearing testimony from an employee of the Home Depot who may have been knowledgeable about the cabinet design, or receiving into evidence instructions for installing the cabinets, I cannot determine whether the Respondent erred in his installation of the cabinets. The Respondent certainly made an effort to remedy this perceived flaw by installing the trim. For these reasons, I find that the hanging of the cabinets with a slight gap above them does not amount to an inadequate, incomplete, or unworkmanlike home improvement.

The Claimants further testified that there were some nicks on the cabinets that appeared when the Respondent installed them. The Claimants allege they were in perfect condition when they were delivered. Several of the photographs offered into evidence by the Claimants show the cabinets after installation; no nicks are visibly apparent, nor are they apparent in any of the photographs take by Brothers Services Company, which are part of Claimants' Exhibit 10. For these reasons, I find any nicks seen by the homeowner do not amount to incomplete, inadequate, or unworkmanlike home improvement.

The Claimants alleged that the Respondent erred when he installed the kitchen sink such that it was not centered directly under the window above it. However, the Claimants expressed that this would require a "huge effort" to change it and that they did not want to go through the trouble of correcting it. Additionally, the Claimants failed to offer into evidence an estimate to repair this perceived construction flaw. Therefore, there can be no award for the placement of the sink.

The Claimants also argued that the kitchen sink leaked. It was the Respondent who installed it for them. The Respondent countered that the sink was operating correctly after he installed it; however, on June 14, 2019 Champion Plumbing & Heating, Inc. documented that it was leaking because it required sealant. The Respondent should have applied any necessary sealant when installing the sink; his failure to do so was an incomplete home improvement. Champion Plumbing & Heating, Inc. repaired the leaking sink at a cost of $130.00; this amount will be considered as part of an award.

The Claimants also argued that the Respondent left blemishes on the ceiling when he installed and then removed the trim they did not care for above the cabinets. The Claimants did not offer into evidence anything to show the cost to restore the kitchen ceiling, however, so no award is possible for this issue.[4]

Front Office Outlet

The Claimants testified that while the Respondent had his electrician doing work on the home, the outlet in the front office stopped working. The Claimants argue the Respondent was responsible for fixing it. The Respondent countered that the Contract did not include the front office, and therefore he was not liable for any needed repair. Since the Respondent hired the electrician in the course of performing work under the Contract and the outlet stopped working at the same time as the electrician was working, it is fair to assume that the electrician inadvertently caused this issue with the front office outlet. I find that causing an electrical failure in a home (during the course of a home improvement) and not remedying it is an unworkmanlike home improvement. The Claimants paid John Flenner $68.00 to fix this problem. This repair will be considered as part of an award.

[4] In the Claimant's chart of necessary expenses, they note that the repainting of the kitchen ceiling is covered by the Brothers Services Company estimate. However, a review of Claimants' Exhibit 10 reveals that is not the case.

Dining Room/ Family Room

The Respondent tore down, rebuilt, and extended the dining room/ family room space, creating a larger living area for the Claimants. The Claimants notified the Respondent that there were several nail pops in this space and the Respondent came to the house and looked at them but did nothing to resolve this issue. The Respondent acknowledged in his testimony that he was responsible for the drywall work in this area of the home. I find that the Respondent completed an unworkmanlike home improvement when he left visible nail pops and then failed to remedy this issue once it was brought to his attention. Brothers Services Company included in its estimate a proposal to fix the nail pops, sand and spot prime and then repaint the ceiling plane. The Respondent also provided an estimate for this repair. The cost of this repair will be considered as part of an award.

The Claimants argue that the windows in the family room space were not evenly spaced apart. The Respondent argued that the windows were placed per the architectural plans. Unfortunately, the architect did not testify at the hearing, nor did any other expert who could resolve this question. The Claimants offered into evidence an estimate by Tilton Home Improvement for relocating the awning windows to the correct location (Clmt. Ex. 13). The cost of doing so was $2,225.00. However, without better evidence about how the windows were to be placed, I cannot determine whether the Respondent's home improvement was incomplete, inadequate or unworkmanlike. Therefore, no award is appropriate for this work item.

Laundry Room

The laundry room space served as the Claimants' kitchen prior to the renovation. The Respondent removed the cabinets, installed new flooring and installed a sliding barn door. The Claimants testified that there was buckling in one of the walls and that they brought this to the

Respondent's attention, and he did not resolve it. There are photographs in the Brothers Services Company estimate of what appears to be a laundry room; however, it is unclear from the pictures what the defect was. The Respondent testified that the buckling may have been caused by the continued use of old existing wall framing. It is unclear from the Contract what steps the Respondent was supposed to take in this area. No expert has testified as to the cause of the unevenness in the wall, so I cannot find that the Claimants proved it is more likely than not the fault of the Respondent's construction that caused the buckling in the walls. For these reasons, no award is appropriate for any defects in the laundry room.

The Cost to Remedy Interior Issues

On May 4, 2019, Brothers Services Company provided the Claimants with a document entitled "Specification Manual." It contained several color photographs of the interior of the home, a proposal for work, and a diagram of corner molding. Brothers Services Company estimated the cost to complete the following work would cost $12,612.00 (the estimate did not break down the cost by work item):

- Living Room Ceiling – fix nail pops, sand, and spot prime, repaint affected areas to match.
- Bathroom Ceiling – skim coat full ceiling to make smooth, sand and prime, paint white.
- Archway – rework arch to new end point, skim coat to make smooth, sand and prime, paint to match existing color.
- Laundry room- remove trim for repair work, cut out drywall as needed, level framing if needed, rehang drywall, finish three coats compound, sand and spot

prime, paint to blend matching existing color, reinstall trim, caulk and putty trim and paint as needed.

As explained above, an award is appropriate for all of these items except for the laundry room. Because Brothers Services Company did not break down the estimate by job, and the laundry room job arguably required some of the more significant work in the estimate, I cannot rely upon the estimate from Brothers Services Company. On cross examination by the Fund, the Respondent provided estimates for several work items. He estimated that it would cost $300.00 to repair and repaint the archway. For the resurfacing and repainting work, he estimated it would cost $500.00 to have a painter do this work. That brings the total for these interior jobs to $800.00. The Respondent was not responsible for the laundry room work. As previously discussed, John Flenner repaired the electrical outlet for $68.00. Harford Appliance Repair Service, Inc. anchored the loose metal part for $90.00. Champion Plumbing & Heating, Inc repaired the leaky kitchen sink for $130.00. The total amount of interior repairs eligible for an award is $1,088.00.

Exterior Renovations

The Claimants allege that the Respondent erred in his installation of their roof and gutter systems and as a result, the roof shingles were visibly uneven, the ridge vent was not providing adequate ventilation, water flowed over the gutters, and there was water infiltration into the home. The Claimants notified the Respondent that there were problems with the roof and gutter systems, but he did not make adequate repairs. The Respondent testified he pulled out plywood in the roof system and resecured it but believed the ridge vent did not require any work. He testified that he did work on the back gutter but did not believe any other repairs were needed.

On June 6, 2019, Brothers Services Company issued a project specification for exterior work[5] to correct home improvement work performed by the Respondent at the Claimants' home. Brothers Services Company estimated that the cost to perform the following work would be $3,678.00:[6]

- Remove three incorrectly installed vent pipe collars on the rear main roof along with the associated shingles.
- Install ice and weather guard to the exposed substrate at each vent pipe.
- Install new vent pipe collars and shingles where previously removed.
- On the masonry chimney, remove the incorrectly installed count flashing.
- Install new shingles, step flashing and apron flashing where previously removed.
- Counter flash the chimney with brown .032 aluminum and seal with a polyethene sealer.
- Counter flashings are to be ground into the mortar joints.
- Seal any loose or disturbed shingles with roof cement from repairs.
- On the front left corner of the home, remove the incorrectly installed downspout and reinstall the correct way.
- On the rear of the home, re-pitch three gutters located above the stone patio to have the correct pitch.

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[5] Ruane Contracting, Inc. estimated it would cost $1,200.00 to make "repairs to brick chimney"; however, the Respondent was not responsible for the chimney under the Contract, just the adjacent flashing covered by the Brothers Services Company estimate. For this reason, I am not considering the Ruane Contracting, Inc. estimate as part of this claim.

[6] The estimate also included a second option that cost more; however, nowhere in the explanation for the second option were there any descriptions of incomplete or inadequate work, whereas Brothers Services Company documented a deficiency for each proposed work item in the first option described herein. This is particularly important for the ridge vent, which the Claimants allege was installed incorrectly. They failed to provide sufficient evidence that its installation was inadequate, and the Respondent denied he installed it incorrectly during his testimony.

Brothers Services Company explained what was done incorrectly with each exterior work item and these were work items for which the Respondent was responsible as part of the Contract. For these reasons, I find the Respondent's work on the roof and gutter system constituted inadequate home improvements and Brothers Services Company is a professional company involved in home improvement provided a reliable estimate to repair the construction deficiencies. Their exterior estimate of $3,678.00 will be considered as part of an award.

I thus find that the Claimants are eligible for compensation from the Fund. Having found eligibility for compensation I must determine the amount of the Claimants' actual loss and the amount, if any, that the Claimants are entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Md. Code Ann., Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed some work under the Contract, and the Claimants have retained and/or intends to retain other contractors to complete or remedy that work. Accordingly, the following formula appropriately measures the Claimants' actual loss:

> If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(c). The Claimants paid the Respondent $168,114.92 (the full final adjusted contract amount due). From this amount, I must add the cost to correct the inadequate,

incomplete and unworkmanlike work, $4,766.00. Because the Claimants paid the Contract in full, I then deduct $168,114.92 for a total of $4,766.00.

The Business Regulation Article caps a claimant's recovery at $20,000.00 for acts or omissions of one contractor and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimants' actual loss is less than the amount paid to the Respondent and less than $20,000.00. Therefore, the Claimants are entitled to recover their actual loss of $4,766.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimants have sustained an actual and compensable loss of $4,766.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover that amount from the Fund. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a).

RECOMMENDED ORDER

I RECOMMEND that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant $4,766.00; and

ORDER that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;[7] and

[7] *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

ORDER that the records and publications of the Maryland Home Improvement Commission reflect this decision.

April 13, 2021
Date Decision Issued

Rachael Barnett
Administrative Law Judge

RAB/at
#191428

PROPOSED ORDER

WHEREFORE, this 21st day of June, 2021, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.

Lauren Lake

Lauren Lake
Panel B
MARYLAND HOME IMPROVEMENT COMMISSION