

IN THE MATTER OF THE CLAIM	* BEFORE TRACEY JOHNS DELP,
OF LINDA AND LARRY	* AN ADMINISTRATIVE LAW JUDGE
SILVERMAN,	* OF THE MARYLAND OFFICE
CLAIMANTS	* OF ADMINISTRATIVE HEARINGS
AGAINST THE MARYLAND HOME	* OAH No.: DLR-HIC-02-17-25187
IMPROVEMENT GUARANTY FUND	* MHIC No.: 17 (90) 449
FOR THE ALLEGED ACTS OR	*
OMISSIONS OF ADAM KINCAID,	*
T/A RENVISION,	*
RESPONDENT	*

* * * * *

PROPOSED DECISION

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STATEMENT OF THE CASE

On January 4, 2017, Larry and Linda Silverman (Claimants) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$12,255.50¹ in actual losses allegedly suffered as a result of a home improvement contract with Adam Kincaid, trading as RenVision (Respondent).

¹ The original claim amount of \$10,763.50 was amended at the hearing to \$12,255.50. Code of Maryland Regulations (COMAR) 09.08.03.02C. See Cl. Ex. 5, p. 3.

I held a hearing on December 4, 2017 at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Reg. § 8-407(e) (2015).² Robert Frank, Esquire, represented the Claimants, who were present. Andrew Brouwer, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. Jack Pullins represented the Respondent, who was not present.³

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. 2017); Code of Maryland Regulations (COMAR) 09.01.03; 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 that loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits on the Claimants' behalf:

- Cl. Ex. 1 – Project quote for four different price packages, undated
- Cl. Ex. 2 – Contract, July 21, 2016
- Cl. Ex. 3 – Email from Claimants to Respondent, September 30, 2016
- Cl. Ex. 4 – Letter from Respondent to "To Whom It May Concern," February 6, 2017

² Unless otherwise noted, all references to the Business Regulation Article hereinafter cite the 2015 volume of the Maryland Annotated Code.

³ After the Claimants' objection challenging the validity of Mr. Pullins's designation as representative in the November 29, 2017 Limited Power of Attorney, I held the record open until December 8, 2017 for an executed Special Power of Attorney which was received at the OAH on December 7, 2017. Both the Limited Power of Attorney and the Special Power of Attorney are contained within the file. I am satisfied that for purposes of this hearing, Mr. Pullins was authorized representation on behalf of the Respondent. Md. Code Ann., State Gov't § 9-1607.1(a)(4)(i) (2014 & Supp. 2017).

- Cl. Ex. 5 – Letter from Earthwood Builders, Inc. to Claimants, November 29, 2016,⁴ and attached claim summary by Claimants, undated
- Cl. Ex. 6 – Invoice, Earthwood Builders, Inc., November 29, 2016
- Cl. Ex. 7 – Kohler product research by Claimants, October 16, 2016
- Cl. Ex. 8 – Photograph of product box, undated
- Cl. Ex. 9 – Photograph of shower door, undated
- Cl. Ex. 10 – Photograph of water escaping shower door, undated
- Cl. Ex. 11 – Photograph of shower door, undated
- Cl. Ex. 12 – Photograph of shower door, undated
- Cl. Ex. 13 – Photograph of shower stall and door, undated
- Cl. Ex. 14 – Photograph of shower base, undated
- Cl. Ex. 15 – Photograph of top of shower, undated
- Cl. Ex. 16 – Photograph of shower frame, undated
- Cl. Ex. 17 – Shower frame
- Cl. Ex. 18 – Photograph of toilet, undated
- Cl. Ex. 19 – Photograph of towel bar mount, undated
- Cl. Ex. 20 – Photograph of towel bar, undated
- Cl. Ex. 21 – Photograph of towel bar, undated
- Cl. Ex. 22 – Photograph of standing water in shower, undated
- Cl. Ex. 23 – Photograph of standing water and ruler in shower, undated
- Cl. Ex. 24 – Photograph of den ceiling, undated
- Cl. Ex. 25 – Photograph of downstairs sink, undated
- Cl. Ex. 26 – Photograph of bathroom wall and door frame, undated

⁴ Claimants' Exhibit 5 was accepted for its factual information, and not expert opinions. I did not consider expert opinions regarding permits and building code requirements contained within the exhibit in reaching my decision.

- Cl. Ex. 27 – Photograph of cabinet, undated
- Cl. Ex. 28 – Photograph of cabinet, undated
- Cl. Ex. 29 – Photograph of cabinet, undated
- Cl. Ex. 30 – Photograph of cabinet, undated
- Cl. Ex. 31 – Photograph of cabinet and floor, undated
- Cl. Ex. 32 – Photograph of shelf in shower, undated
- Cl. Ex. 33 – Photograph of heater unit, undated
- Cl. Ex. 34 – Photograph of cabinet and trim, undated
- Cl. Ex. 35 – Invoice, The John D. Chaudron Shower Door and Mirror Co., Inc., September 26, 2016
- Cl. Ex. 36 – Email from Respondent to Claimants, September 12, 2016

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

- Resp. Ex. 1 – Photograph of original shower, undated
- Resp. Ex. 2 – Photograph of original bathroom floor, undated
- Resp. Ex. 3 – Photograph of original toilet, undated
- Resp. Ex. 4 – Photograph of heater unit and original cabinet and sink, undated
- Resp. Ex. 5 – Photograph of original cabinet and toilet, undated

I admitted the following exhibits on behalf of the Fund:

- GF Ex. 1 – Notice of Hearing, dated September 28, 2017⁵
- GF Ex. 2 – Notice of Hearing, dated September 26, 2017
- GF Ex. 3 – Transmittal from MHIC to OAH, Hearing Order, and Home Improvement Claim Form
- GF Ex. 4 – Respondent's MHIC Licensure Information, printed November 9, 2017

⁵ The file does not contain an explanation for the rescheduled hearing date.

GF Ex. 5 – Letter to Respondent from MHIC, January 26, 2017, with Home Improvement Claim Form attached

GF Ex. 6 – Earthwood Builders, Inc.'s MHIC Licensure Information, printed November 9, 2017

Testimony

Claimants, Linda and Larry Silverman, testified in their own behalf.

Mr. Pullins testified on behalf of the Respondent.

The Fund did not present any testimony.

PROPOSED FINDINGS OF FACT

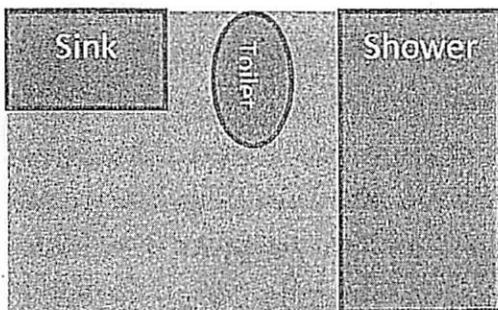
I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 01-105414.

2. At all times relevant, the Claimants were the owners of a home on Hal Circle in Baltimore, Maryland. The Claimants have resided at the address for nearly thirty years.

3. In summer of 2016, the Claimants sought to renovate their master bathroom. They met with three contractors to discuss the work, and elected to contract with the Respondent.

4. The Claimants clearly communicated their desire to keep the same footprint in the master bathroom space. For illustration purposes only, see diagram.



5. The bathroom remodel contract (Contract) was signed by the parties on July 21, 2016. The Contract price was \$17,800.00; it did not provide a completion date.

6. The Claimants made the following three installment payments:

- Payment at Contact Signing: \$5,874.00 on July 21, 2016;
- Payment at Start of Work: \$5,874.00 on August 17, 2016; and
- Payment at Shower Door Template/Tile Install: \$3,560.00 on August 30, 2016.

These payments total \$15,308.00, leaving a \$2,492.00 balance due under the Contract. Pursuant to the Contract, the balance was due upon substantial completion of the project.⁶

7. The Respondent did not present the Claimants with any drawings with measurements for their approval; the Contract does not require that measurements be submitted for customer approval.

8. The Contract states that the shower will contain a Kerdi floor; tile; and a sliding, semi-frameless, brushed nickel, Kohler Fluence® door. Plumbing fixtures, per the Contract, were to be brushed nickel Moen Eva products.

9. The Contract provides for a thirty inch medicine cabinet with two doors.

10. The Contract provides for a Kohler Highline® toilet, biscuit in color.

11. Contract work began on August 17, 2016.

12. The Claimants were unhappy with the work pace and quality. Problems included:

- (a) The wrong color toilet was delivered and had to be exchanged for the correct color;
- (b) The wrong shape of sink was delivered;
- (c) The shower drain did not function properly on its initial use;

⁶ The Contract defines substantial completion as "the date the [w]ork is completed, notwithstanding any warranty or punch list work." (Cl. Ex. 2.) Punch list work is not a defined term in the Contract.

- (d) The shower door and frame leaked water;
- (e) The towel bars were not placed in their prior positions and mounted securely to the wall;
- (f) The vanity cabinet doors began to peel;
- (g) The medicine cabinet mirror is chipped;
- (h) Trim was left unfinished;
- (i) There is too narrow a distance between the shower and toilet;
- (j) There was a flaw in the shower door by its handle;
- (k) There were scratches in the shower door frame;
- (l) The Claimants were dissatisfied with the shower door height; and
- (m) A different brand shower door was installed than what was stated in the Contract.

13. The Claimants agreed to accept a \$200.00 credit from the Respondent for the sink shape error. This credit remains outstanding.

14. During the Respondent's repairs to the shower drain which clogged on its initial use, the Respondent damaged the ceiling of the den downstairs and directly below the master bathroom, leaving a crack in the den ceiling drywall, which was not there prior to the Respondent's efforts to unclog the shower drain.

15. The Claimants telephoned the Respondent repeatedly to have their concerns with the project addressed.

16. In an email dated September 12, 2016, the Respondent advised the Claimants that hence forth, the Respondent would communicate with them via email only. The email also stated that "[y]our bathroom will be completed in a timely fashion." (Cl. Ex. 36.)

17. September 19, 2016 was the last date on which the Respondent's workers were in the Claimants' residence.

18. On September 30, 2016, the Claimants notified the Respondent that they believed the Respondent had abandoned the Contract. Thereafter, the Claimants and Respondent attempted unsuccessfully to mediate the dispute.

19. The Claimants replaced the leaking shower door with a new door, installed by The John D. Chaudron Shower Door & Mirror Co., Inc., at a cost of \$995.00. (Cl. Ex. 35.)

20. The Claimants paid Earthwood Builders, Inc. \$562.50 to provide a cost estimate to repair or replace each item at issue. (Cl. Ex. 6.)

21. It would cost the following amounts to make repairs and complete the project:

- \$780.00 cost to replace door casings with custom, rabbeted extensions to meet drywall, and to sand, fill, and paint;
- \$73.00 cost to caulk all baseboard at the floor;
- \$87.00 cost to fill, sand, and paint shoe molding and to caulk trim at the vanity cabinet;
- \$498.00 cost to correct improperly sanded and prepped painted surfaces and create a smooth, finished appearance; and
- \$5,810 cost to replace the vanity cabinet with a narrower unit, replace the medicine cabinet, and relocate and center the toilet (including moving the waste line) between the shower and narrower vanity cabinet in order to rectify the problem with lack of space when using the toilet.

(Cl. Ex. 5.)

DISCUSSION

Positions of the Parties

The Claimants alleged the Respondent performed unworkmanlike, inadequate, and incomplete work. The Respondent argued the work was satisfactory and the issues raised by the Claimants, aside from the toilet and shower space complaint, would have been corrected at the punch list⁷ phase of the job, had they made final payment. The Respondent denied causing den ceiling drywall damage. The Respondent denied any assertion that the space between the toilet and shower was altered during the renovation. The Fund suggested application of the formula set forth in COMAR 09.08.03.03B(3)(c) would appear appropriate, but questioned whether the toilet and shower are unworkmanlike.

Applicable Law

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) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). Actual 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.

As owner, the Claimant has the burden of proving the validity of his claim by a preponderance of the evidence. Md. Code Ann., State Gov’t §10-217 (2014); COMAR 09.08.03.03A(3). “[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true.” *Coleman v. Anne Arundel Cty.*

⁷ The Respondent described punch list inspections as inspections by the parties of the work performed by the Respondent. Work not meeting contract specifications would be noted and scheduled for repair.

Police Dep't, 369 Md. 108; 125 n.16 (2002) (quoting *Maryland Civil Pattern Jury Instructions* 1:7 (3d ed. 2000)). Under this standard, if the supporting and opposing evidence is evenly balanced on an issue, the finding on that issue must be against the party who bears the burden of proof. For the following reasons, I find that the Claimants have met this burden and have proven eligibility for compensation.

Witness Credibility

After seeing friends' remodeling projects, the Claimants decided to update their master bathroom. They did not have grand or unrealistic renovation designs; the Claimants wanted the sink, shower, and toilet as situated, but replaced with new products. The master bathroom consists of a shower, toilet, and single sink. Throughout their testimony, they reiterated that they wanted the bathroom "the same," but with new products. They contracted with the Respondent for the project on July 21, 2016. Work began on August 17, 2016 and was still not complete as of the Respondent's email dated September 12, 2016, which stated "[y]our bathroom will be completed in a timely fashion." (Cl. Ex. 36.) As the project progressed and errors such as an incorrect color toilet, an incorrect shape of sink, a clogged shower drain, and leaking shower doors arose, the Claimants' confidence in the Respondent understandably eroded. The Claimants testified that they called the Respondent regularly to voice concerns with the job, until they were instructed to stop calling. September 19, 2016 was the last day anyone working on behalf of the Respondent appeared at the Claimants' home. The Claimants photographed their concerns and presented their case in an organized and matter-of-fact manner. Their testimony was logical and supported by the photographic evidence. For all of these reasons, I found the Claimants credible.

Mr. Pullins was the project manager. He stated that problems with the project could have been corrected had the Claimants contacted him, but also acknowledged that he instructed the

Claimants to cease all telephone communication to the Respondent. Another employee of the Respondent also emailed the Claimants to advise them that the Respondent would communicate with them via email only. Despite calls to the point when email was made the only means of communication, the project remained in an unacceptable state. While Mr. Pullins characterized several of the problems with the work as “punch list items,” he stated that the Claimants were not provided a punch list inspection because they did not provide the Respondent with final payment pursuant to the Contract. However, Mr. Pullins did not testify that the Claimants were ever presented with a final invoice.⁸ I found this argument circular and disingenuous. Furthermore, although Mr. Pullins is the Vice President of Operations for RenVision and was able to testify that in his opinion, Earthwood Builders, Inc.’s repair estimates were high and the Respondent could perform the work at a lower cost, he was unable to offer what would constitute a reasonable profit margin for the work involved. I found his inability to offer complete testimony in this regard lacking in candor, and it adversely affected my assessment of his credibility in this case, as a whole.

Unworkmanlike, Inadequate, or Incomplete Home Improvement

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimants. The Respondent performed much of the work required to complete the job; however, he failed to return to the project to finish it in a workmanlike, adequate, and complete manner. The Respondent’s September 12, 2016 email acknowledges that the job was incomplete. “Your bathroom will be completed in a timely fashion.” (Cl. Ex. 36.) The shower door was chipped and leaked; it was replaced by the Claimants at their expense

⁸ “Presentation of the Invoice to Owner is notice to the Owner that the Contractor considers the Work substantially complete.” (Cl. Ex. 2, p. 4.)

of \$995.00.⁹ Gaps at the door casing are unworkmanlike.¹⁰ A lack of caulk along the baseboard and vanity cabinet, unfinished shoe molding, and poorly prepared and painted surfaces left the project in an unfinished state.¹¹ The photographs and testimony provided by the Claimants clearly establish that the job was unworkmanlike, inadequate, and incomplete in these areas.

Likewise, the photograph and testimony provided by the Claimants establish that the Respondent cracked the den ceiling drywall directly above the master bathroom during its repairs to the malfunctioning new shower. Mr. Pullins insisted that during one site visit, he was able to observe that the bathroom plumbing was not so near the den ceiling that any movement or jostling of the plumbing during repairs would have caused the crack. However, Mr. Pullins did not observe the entirety of the repair, so he was unable to testify as to precisely what repair work was performed and the manner in which it was performed. On the other hand, the Claimants testified convincingly that before the repair work, the den ceiling crack did not exist.¹²

The Claimants testified credibly that after the new toilet and shower were installed, it became uncomfortable to use the toilet because the space between the toilet and shower was changed. There now exists a narrower distance between the shower and the toilet; therefore, leg space is compromised. One Claimant explained that she no longer uses the toilet because of the discomfort. The other Claimant testified that one must now sit at an angle on the toilet in order

⁹ The Claimants sought a refund of \$1,450.00 from the Respondent because the door provided by the Respondent was not the Kohler Fluence® door specified in the Contract. The Respondent did provide a shower door, and the Claimants acknowledged that the door they ultimately purchased and had installed through The John D. Chaudron Shower Door and Mirror Co., Inc., is not a the Kohler Fluence® door. For these reasons, I decline to include the \$1,450.00 refund requested in my actual loss calculations.

¹⁰ The Claimants sought a refund of \$1,800.00 from the Respondent as well as \$780.00 for repair. The refund request was based upon vagueness in the Contract regarding how much plaster would be removed and whether it would be replaced with greenboard drywall. The Respondent did perform the work, and I do not find this action to be the appropriate venue in which to dispute Contract language. Therefore, I decline to recommend the requested \$1,800.00 refund. The \$780.00 estimate addresses repair of the actual work performed, and my actual loss calculations include this \$780.00 estimate.

¹¹ The estimates for repair are \$73.00, \$87.00, and \$498.00 respectively.

¹² The Claimants did not identify the den ceiling crack as damage for which they are seeking reimbursement. (Cl. Ex. 5, p. 3.)

to use it; otherwise one's leg will rest against the shower door. The Respondent did not take measurements prior to commencing work, and the Claimants were not provided drawings with measurements to authorize. While the Respondent insisted no changes in distance took place, the Respondent made no measurements in order corroborate that assertion and rebut the Claimants' credible testimony. The Fund pointed out that the sink, toilet, and shower function, and so it questioned whether these items can be characterized as unworkmanlike based on their spatial relation to one another, alone.¹³

The Claimants informed the Respondent that they wanted the renovation footprint to be the same as the original footprint. Upon review of the Contract and the record, with one exception, nothing expressly ordered or identified in the Contract would give the impression that the footprint had changed.¹⁴ Yet, as a result of the renovation, one Claimant no longer uses the master bathroom toilet and the other Claimant explained how one must now sit in order to use the toilet without having a leg rest on the shower door. Having used this space for nearly thirty years prior to the renovation, I found the Claimants' credible in their testimony that the difference in distance between the shower and toilet before and after renovation is noticeable, and it has adversely affected their ability to use the space as intended. It was incumbent on the Respondent, as their contractor, to have followed the Claimants' instructions and build the new shower in the identical space. Instead, the shower size changed, the change negatively impacted their use of the toilet, and the change was left for the Claimants to discover on their own. The Contractor, knowing the Claimants' intention to keep the same footprint and having seen the bathroom's space limitations, should have recognized how this change in the footprint would

¹³ During the hearing there were statements made regarding commode clearance requirements. Whether Code requirements exist or do not exist was never established and did not affect my decision.

¹⁴ The original vanity had an elongated counter top. The Contract expressly stated that a thirty inch medicine cabinet would be installed and the testimony was that the new counter would rest on the cabinet and not extend beyond the cabinet. This change does not affect the toilet and shower.

impact the Claimants' ability to use the space as intended. The Respondent's failure to pay careful and detailed attention in this regard was unworkmanlike. The Claimants received an estimate from Earthwood Builders, Inc. which included \$5,810.00 to replace the vanity cabinet with a narrower unit, replace the medicine cabinet, and relocate and center the toilet (including moving the waste line) between the shower and narrower vanity cabinet in order to create more space and rectify the problem.¹⁵ As indicated in the report, addressing the space problem by reworking the shower would result in a greater cost estimate.

I 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. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1). Although neither the statute nor the regulations governing the Fund define "consequential damages," the law provides that an award from the Fund is allowable only to reimburse a homeowner for the cost of "restoration, repair, replacement, or completion" of a substandard or unfinished home improvement job. Md. Code Ann., Bus. Reg. § 8-401. Consequential damages are damages stemming from problems that arise as a consequence of poor performance and not the poor performance itself. *See CR-RSC Tower I, LLC v. RSC Tower I, LLC*, 429 Md. 387, 411-13 (2012); *see also Black's Law Dictionary* (10th ed. 2014) ("[l]osses that do not flow directly and immediately from an injurious act, but that result indirectly from the act"). While the Claimants are requesting \$562.50, the cost incurred for Earthwood Builders, Inc.'s report and estimate, I find this request to be a consequential damage and decline to include the amount in my actual loss calculations. I do, however, find Earthwood

¹⁵ The Claimants identified damage to the current vanity and medicine cabinets; however, the \$5,810.00 estimate appears to include the cost of replacing these cabinets for narrower ones.

Builders, Inc.'s estimates provided to be reasonable estimates of the cost to remedy the deficiencies.

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. COMAR 09.08.03.03B(3). In this case, the Respondent performed some work under the Contract, and the Claimant retained and intends to retain other contractors to complete and remedy that work. Accordingly, the following formula appropriately measures the Claimant's 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).

Three numbers are required for this calculation. The first number is the amount the Claimants paid under the Contract. The testimony offered by the Claimants established that this amount is \$15,308.00. The second is "any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work under the contract." The Claimants established the amount is \$8,243.00.

The final number is the Contract price, which I reduced by the agreed upon \$200.00 credit for the sink error, \$17,600.00. Accordingly, the Claimants are entitled to reimbursement of \$5,951.00 ($\$15,308.00 + \$8,243.00 - \$17,600.00$). Md. Code Ann., Bus. Reg. § 8-405(a).

Payment to Respondent, \$15,308.00	\$23,551.00
Payment to Chaudron Shower Door and Mirror Co., Inc., \$995.00	
Cost to replace door casings, \$780.00	
Cost to caulk all baseboard at floor, \$73.00	
Cost to fill, sand, and paint shoe molding and caulk trim, \$87.00	

Cost to correct painted surface finishes, \$498.00 Cost to replace vanity cabinet, medicine cabinet, and relocate toilet, \$5,810.00	
Subtract original contract price ¹⁶	-\$17,600.00
Claimant's actual loss	\$5,951.00

PROPOSED CONCLUSION OF LAW

I conclude that the Claimants have sustained an actual and compensable loss of \$5,951.00 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(1); COMAR 09.08.03.03B(3).

RECOMMENDED ORDER

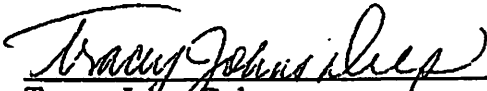
I **RECOMMEND** that the Maryland Home Improvement Commission:

ORDER that the Maryland Home Improvement Guaranty Fund award the Claimants \$5,951.00; 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;¹⁷ and

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

January 25, 2018
Date Decision Issued


Tracey Johns Delp
Administrative Law Judge

TJD/dlm
#171277

¹⁶ The original contract price was \$17,800.00; however, during the hearing the Respondent agreed that the Claimants are entitled to a \$200.00 credit due to the installation of an incorrect sink shape. I applied this \$200 credit, thereby reducing the contract price to \$17,600.00 for purposes of actual loss calculations.

¹⁷ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 9th day of March, 2018, 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.

Joseph Tunney

***Joseph Tunney
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION