

FILED

SEP 21 2017

REAL ESTATE COMMISSION
BY *[Signature]*

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

SHARATH CHANDRA, Administrator,
REAL ESTATE DIVISION, DEPARTMENT
OF BUSINESS & INDUSTRY,
STATE OF NEVADA,

Case No. 2016-627

Petitioner,

vs.

LIZETH FELIX-OLMEDA,

Respondent.

DECISION

This matter came on for hearing before the Nevada Real Estate Commission, State of Nevada ("Commission") on Wednesday, August 16, 2017, at the Grant Sawyer Building, 555 E. Washington Avenue, Room 4412, Las Vegas, Nevada. Respondent Lizeth Felix-Olmeda ("Respondent") did not appear. Keith E. Kizer, Senior Deputy Attorney General, appeared and prosecuted the Complaint on behalf of petitioner Sharath Chandra, Administrator of the Real Estate Division, Department of Business & Industry, State of Nevada ("Division").

The matter having been submitted for decision based upon the allegations of the Complaint, the Commission now enters its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

The Commission, based upon the evidence presented during the hearing, finds that there is substantial evidence in the record to establish each of the following:

1. Respondent holds no broker, broker-salesperson or salesperson license issued by the Division.
2. Respondent holds no permit to engage in property management issued by the Division.
3. Respondent, at the relevant times mentioned in this Complaint, was operating or helping to operate Covenant Management Corporation ("Covenant") and/or Elite Integrity Property Management Co. ("Elite").

1 4. By way of correspondence dated December 9, 2015, Covenant informed the owners of
2 the properties being managed by Covenant that the owners' property management accounts had been
3 sold to Elite.

4 5. Respondent was listed with the Nevada Secretary of State's office as the President and
5 Secretary of Elite.

6 6. Covenant had a property management agreement with Carolyn Mijares and her husband
7 for the management of their real property at 1998 Dwarf Star Drive, Las Vegas, Nevada.

8 7. In or about December 2015 and January 2016, Mijares dealt with Respondent regarding
9 Elite's management of Mijares's property.

10 8. At those times, Respondent discussed with Mijares Respondent using Mijares's property
11 to house Respondent's property management office.

12 9. Respondent set up her property management office on that property.

13 10. Respondent failed to remit to Mijares the December 2015, January 2016 and February
14 2016 rent money she collected, and failed to make property tax and water utility payments.

15 11. On or about February 5, 2016, Mijares filed a Statement of Fact with the Division
16 complaining about Respondent's conduct.

17 12. By way of letter dated February 11, 2016, the Division required Respondent to respond
18 to the complaint by Mijares.

19 13. Respondent failed to supply a response to the Division's February 11, 2016 letter
20 regarding the complaint by Mijares.

21 14. Covenant had a property management agreement with Gonzalo Contreras for the
22 management of his real property at 1885 Cosmic Drive, Las Vegas, Nevada.

23 15. In or about September 2015, Contreras met with Respondent at Covenant's office
24 regarding payments of HOA dues for the property.

25 16. At that time, Respondent informed Contreras that Respondent would make sure the
26 HOA dues were paid.

27 17. Respondent failed to remit to Contreras the January 2016 rent money she collected, and
28 failed to make the property's HOA and mortgage payments.

1 18. On or about February 9, 2016, Contreras filed a Statement of Fact with the Division
2 complaining about Respondent's conduct.

3 19. By way of letter dated February 11, 2016, the Division required Respondent to respond
4 to the complaint by Contreras.

5 20. Respondent failed to supply a response to the Division's February 11, 2016 letter
6 regarding the complaint by Contreras.

7 21. Covenant had a property management agreement with Cathy Connolly and her husband
8 for the management of her real property at 217 South Maryland Parkway, Las Vegas, Nevada.

9 22. In or about December 2015, Respondent informed Connolly that Respondent would be
10 managing Connolly's property.

11 23. On or about February 11, 2016, Connolly filed a letter of complaint with the Division
12 complaining about Respondent's conduct.

13 24. By way of letter dated February 11, 2016, the Division required Respondent to respond
14 to the complaint by Connolly.

15 25. Respondent failed to supply a response to the Division's February 11, 2016 letter
16 regarding the complaint by Connolly.

17 26. Agnieszka Koziarska leased real property located at 1304 Elk River Drive, Las Vegas,
18 Nevada, through Covenant.

19 27. On or about April 2, 2015, Respondent rented the property to Koziarska.

20 28. Koziarska's April 2, 2015 Residential Lease Agreement for the property was signed by
21 RESPONDENT as the authorized agent for the broker.

22 29. By way of correspondence dated December 10, 2015, Elite told Koziarska to remit her
23 rent payments to Elite instead of Covenant, and to remit those payments to Respondent's office at 1998
24 Dwarf Star Drive, Las Vegas, Nevada.

25 30. On or about January 5, 2016, Koziarska made her January 2016 rent payment directly to
26 Respondent.

27 31. At that same time, Respondent discussed apartment repairs and rent with Koziarska.

28 ...

1 32. On or about February 16, 2016, Koziarska filed a Statement of Fact with the Division
2 complaining about Respondent's conduct.

3 33. By way of letter dated February 18, 2016, the Division required Respondent to respond
4 to the complaint by Koziarska.

5 34. Respondent failed to supply a response to the Division's February 18, 2016 letter
6 regarding the complaint by Koziarska.

7 35. Covenant had a property management agreement with Enny, Vincentius and Denny
8 Samara for the management of their real property at 1983 Cosmic Drive, Units 191, 192, 292 and 293,
9 Las Vegas, Nevada.

10 36. In or about January 2016, Respondent informed the Samaras that they would be getting
11 their unpaid owner distributions by February 7, 2016.

12 37. On or about February 18, 2016, Koziarska filed a Statement of Fact with the Division
13 complaining about Respondent's conduct.

14 38. By way of letter dated February 23, 2016, the Division required Respondent to respond
15 to the complaint by the Samaras.

16 39. Respondent failed to supply a response to the Division's February 23, 2016 letter
17 regarding the complaint by the Samaras.

18 40. Covenant had a property management agreement with Debbie Roxarzade for the
19 management of her real property at 1304 Elk River Drive, Las Vegas, Nevada.

20 41. On or about February 8, 2016, the property's tenant spoke with Respondent regarding
21 the payment of the February 2016 rent.

22 42. On or about February 29, 2016, Roxarzade filed a Statement of Fact with the Division
23 complaining about Respondent's conduct.

24 43. By way of letter dated March 10, 2016, the Division required Respondent to respond to
25 the complaint by Roxarzade.

26 44. Respondent failed to supply a response to the Division's March 10, 2016 letter regarding
27 the complaint by Roxarzade.

28 45. On or about April 7, 2016, the Division served a Cease and Desist Order on Respondent.

1 46. By way of letter dated May 20, 2016, the Division required Respondent to respond to all
2 the above-referenced complaints.

3 47. Respondent failed to supply a response to the Division's May 20, 2016 letter.

4 **CONCLUSIONS OF LAW**

5 The Commission, based upon the preponderance of the evidence, makes the following legal
6 conclusions:

7 1. Respondent received proper notice of the hearing pursuant to NRS Chapters 645 and
8 233B and NAC Chapter 645.

9 2. Pursuant to NAC 645.860, the Commission finds that the following charges specified in
10 the Complaint are true and supported by substantial evidence.

11 3. Respondent violated NRS 645.230(1)(b) and/or NRS 645.235(1)(a) on six occasions by
12 engaging in the business of, acting in the capacity of, or assuming to act as, a real estate broker, real
13 estate broker-salesperson, real estate salesperson, or property manager within the State of Nevada
14 without first obtaining the appropriate license or permit from the Division.

15 **ORDER**

16 IT IS HEREBY ORDERED that Respondent shall pay to the Division a total fine of
17 \$30,654.53. The total fine reflects a fine of \$30,000.00 for committing each of the above violations of
18 law, plus \$654.53 for hearing and investigative costs. Respondent shall pay the total fine to the
19 Division within thirty (30) days of the effective date of this Order. The Division may institute debt
20 collection proceedings for failure to timely pay the total fine.

21 The Commission retains jurisdiction for correcting any errors that may have occurred in the
22 drafting and issuance of this Decision.

23 This Order shall become effective on the 22ND day of October, 2017.

24 DATED this 20TH day of SEPTEMBER, 2017.

25 REAL ESTATE COMMISSION
26 STATE OF NEVADA

27 By: 
28 President, Nevada Real Estate Commission