

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

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

Petitioner,

vs.

TYSON R. DELACRUZ,

Respondent.

Case No. 2016-115

FILED

JUL 16 2019

REAL ESTATE COMMISSION
BY *Smiley Tattle*

DECISION

This matter came on for hearing before the Nevada Real Estate Commission, State of Nevada ("Commission") on Wednesday, June 11, 2019, at the Nevada State Business Center, 3300 W. Sahara Avenue, Las Vegas, Nevada 89102. Respondent Tyson R. Delacruz ("Respondent") appeared in his own behalf. Dennis L. Belcourt, 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").

This matter submitted for decision based upon the allegations of the Complaint and evidence received, the Commission now enters its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

1. RESPONDENT has been licensed by the Division as a Salesperson since March 17, 2015.
2. RESPONDENT is currently licensed by the Division as a Salesperson under license number S.0176538 and is in active status.
3. On or about November 10, 2015, Mr. Jason R. Oesterling ("Oesterling") executed a Standard Purchase and Sale Agreement ("Oesterling Agreement") for 4825 Spanish Wells Drive, North Las Vegas, Nevada 89129 ("the Property"), which listed RESPONDENT along with Craig Sevy ("Sevy") as buyers.
4. RESPONDENT knew Oesterling was facing a foreclosure sale at the time they entered into the Oesterling Agreement.

1 5. Having failed to exercise reasonable skill and care to ascertain that there was a tenant on
2 the Property, RESPONDENT caused the locks to be changed, caused to be removed from the Property
3 the tenant's personal property or took other actions detrimental to the tenant.

4 6. RESPONDENT was not listed as an agent for the transaction on the Oesterling
5 Agreement, but he had Oesterling execute a "Duties Owed" on November 20, 2015, which identified
6 RESPONDENT as his agent and his broker as Rachel Pellican ("Pellican") of Rock Realty Group, LLC,
7 ("Rock Realty").

8 7. As a condition of Oesterling Agreement, RESPONDENT and Sevy agreed to pay
9 Oesterling \$3,000 cash "at the time of the transfer deed" for the Property.

10 8. On or about November 24, 2015, Oesterling executed a Grant, Bargain, and Sale Deed,
11 transferring the Property to RESPONDENT and Sevy, which deed was recorded on December 30, 2015.

12 9. RESPONDENT failed to notify his broker, Pellican, of the transaction regarding
13 Oesterling Agreement.

14 10. Additionally, RESPONDENT failed to provide documents to his broker regarding the
15 Oesterling Agreement until on or about December 22, 2015, after a third party contacted his broker's
16 office to complain of his actions as they related to the Property.

17 11. RESPONDENT did not have his broker's permission to conduct the transaction regarding
18 the Property, and was therefore terminated from Rock Realty, effective December 21, 2015.

19 12. Prior to his termination, on or about December 14, 2015, RESPONDENT issued a
20 Residential Purchase Agreement ("Hauser Agreement") to a new potential buyer, Deann Hauser
21 ("Hauser") for the Property.

22 13. The Earnest Money Receipt for the Hauser Agreement listed the following:

- 23 a. Oesterling as the Seller;
- 24 b. RESPONDENT as the Seller's Agent and Pellican as the Seller's Broker; and,
- 25 c. RESPONDENT as the Buyer's Agent and Pellican as the Buyer's Broker.

26 14. RESPONDENT failed to notify Hauser that he held an interest in the Property.

27 15. On or about March 16, 2016, different buyers, James and Lynn Blackard ("Blackards")
28 executed a Residential Purchase Agreement ("Blackards Agreement") for the Property.

1 16. Thereafter, RESPONDENT and Sevy signed the Blackards Agreement on or about March
2 17, 2016.

3 17. However, RESPONDENT failed to inform the Blackards that he held an interest in the
4 Property.

5 18. RESPONDENT and Sevy received \$79,947 for the Property, in addition to commission
6 of \$2,445.

7 19. The first mortgage holder for the Property, Bank of America, was not notified of the
8 transfer from Oesterling to RESPONDENT and Sevy.

9 **CONCLUSIONS OF LAW**

10 RESPONDENT committed the following violations of law:

11 20. RESPONDENT violated NRS 645.252(2) when he failed to exercise reasonable skill or
12 care to determine whether there was a tenant on the property before changing the locks on the Property
13 to be changed, removing the tenant's personal property, or otherwise taking action detrimental to the
14 tenant.

15 21. RESPONDENT violated NRS 645.633(1)(i) by having Oesterling transfer the Property
16 without notifying the first mortgage holder that the ownership to the Property had changed.

17 22. RESPONDENT violated NAC 645.650(2) by failing to submit completed documents
18 regarding the Property, including the Oesterling Agreement, to his broker within five days of the
19 completed transaction.

20 23. RESPONDENT violated NAC 645.637 or NAC 645.640 by failing to notify Hauser that
21 he held an interest in the Property in the Hauser Agreement.

22 24. RESPONDENT violated NAC 645.637 or NAC 645.640 by failing to notify the Blackards
23 that he held an interest in the Property in the Blackards Agreement dated March 16, 2016.

24 25. RESPONDENT violated NRS 645.633(1)(i) by failing to disclose in the Hauser
25 Agreement that he was under contract to purchase the Property and that he had a signed deed from
26 Oesterling transferring the Property to RESPONDENT.

27 26. RESPONDENT violated NRS 645.633(1)(i) by taking advantage of Oesterling's
28 disadvantaged circumstance, in only agreeing to pay Oesterling \$3,000 while receiving payment for the

1 sale of the Property to the Blackards in the amount of \$79,947, less Sevy's share, as well as commission
2 in the amount of \$2,445.

3 **ORDER**

4 27. IT IS HEREBY ORDERED that RESPONDENT's license be revoked effective starting
5 thirty (30) days from the effective date of this order and that he pay to the Division a fine of \$35,000.00,
6 and \$2,896.78 in investigative costs and attorneys' fees due one year from the effective date of this Order.
7 If the payment is not actually received by the Division on or before its due date, it shall be construed as
8 an event of default by Respondent. In the event of default, the unpaid balance of the administrative fine
9 and costs, together with any attorney's fees and costs that may have been assessed, shall be immediately
10 due in full to the Division. The State of Nevada may institute debt collection proceedings for failure to
11 timely pay fines or costs, and may reduce the amount owed to judgment. RESPONDENT may be liable
12 for collection fees and costs.

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

15 This Order shall become effective on the 15th day of August, 2019.

16 DATED this 16th day of July, 2019.

17 REAL ESTATE COMMISSION
18 STATE OF NEVADA

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20 By: 
21 President, Nevada Real Estate Commission
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