

1 BEFORE THE REAL ESTATE COMMISSION

2 STATE OF NEVADA

3 SHARATH CHANDRA, Administrator,
4 REAL ESTATE DIVISION, DEPARTMENT
5 OF BUSINESS & INDUSTRY,
6 STATE OF NEVADA,

7 Petitioner,

8 vs.

9 CRAIG S. SEVY,

10 Respondent.

Case No. 2016-116

FILED

APR 10 2019

REAL ESTATE
BY *Sully Patten*

11 **DECISION**

12 This matter came on for hearing before the Nevada Real Estate Commission, State of Nevada
13 (“Commission”) on Wednesday, March 27, 2019, at the Nevada State Business Center, 3300 W. Sahara
14 Avenue, Las Vegas, Nevada 89102. Respondent Craig S. Sevy (“RESPONDENT”) failed to appear.
15 Dennis L. Belcourt, Deputy Attorney General, appeared and prosecuted the Complaint on behalf of
16 petitioner Sharath Chandra, Administrator of the Real Estate Division, Department of Business &
17 Industry, State of Nevada (“Division”).

18 On the Commission’s finding of proof of sufficient service, and the matter having been submitted
19 for decision based upon the allegations of the Complaint, the Commission now enters its Findings of Fact
20 and Conclusions of Law as follows:

21 **FINDINGS OF FACT**

22 1. RESPONDENT was licensed by the Division as a Salesperson beginning August 23,
23 2007.

24 2. At all times relevant herein, RESPONDENT was licensed by the Division as a Salesperson
25 under license number S.0077333, but had been on involuntary, inactive status since September 5, 2012.
26 RESPONDENT’s license expired on August 31, 2016.

27 3. On or about November 10, 2015, Mr. Jason R. Oesterling (“Oesterling”), as seller,
28 executed a Standard Purchase and Sale Agreement (“Oesterling Agreement”) for 4825 Spanish Wells

1 Drive, North Las Vegas, Nevada 89129 (“the Property”), which listed RESPONDENT along with Tyson
2 R. Delacruz (“Delacruz”) as buyers, for a cash payment of \$3,000.

3 4. RESPONDENT knew Oesterling was facing a foreclosure sale at the time they entered
4 into the Oesterling Agreement.

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

8 6. As a condition of the Oesterling Agreement, RESPONDENT and Delacruz agreed to pay
9 Oesterling \$3,000 cash “at the time of the transfer deed” for the Property.

10 7. On or about November 24, 2015, Oesterling executed a Grant, Bargain, Sale Deed,
11 transferring the Property to RESPONDENT and Delacruz, which deed was recorded on December 30,
12 2015.

13 8. Subsequently, different buyers, James and Lynn Blackard (“Blackards”) executed a
14 Residential Purchase Agreement (“Blackards Agreement”) on or about March 16, 2016, for the Property.

15 9. RESPONDENT and Delacruz signed the Blackards Agreement on or about March 17,
16 2016.

17 10. RESPONDENT and Delacruz received at least \$79,947 for the Property, plus a
18 commission of \$2,445. RESPONDENT’s share was \$17,204.50.

19 11. The first mortgage holder for the Property, Bank of America, was not notified of the
20 transfer from Oesterling to RESPONDENT and Delacruz.

21 12. On or about June 9, 2016, RESPONDENT was sent a notice of a complaint at his El Paque
22 address by certified mail.

23 13. RESPONDENT did not provide a written response to the Division’s notice.

24 **CONCLUSIONS OF LAW**

25 RESPONDENT committed the following violations of law:

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

28 ...

1 15. RESPONDENT violated NRS 645.633(1)(i) by taking advantage of Oesterling's
2 disadvantaged circumstance, in only agreeing to pay Oesterling \$3,000 while receiving payment for the
3 sale of the Property to the Blackards in the amount of \$17,204.50 on the Blackards Agreement.

4 16. RESPONDENT violated NAC 645.605(11)(b) by failing to provide a written response to
5 the Division's notice.

6 **ORDER**

7 IT IS HEREBY ORDERED that RESPONDENT's license be revoked and that he pay to the
8 Division a fine of \$30,000.00 and \$797.38 in investigative costs and attorneys' fees within sixty (60)
9 days of the effective date of this order. If the payment is not actually received by the Division on or
10 before its due date, it shall be construed as an event of default by RESPONDENT. In the event of default,
11 the unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that
12 have accrued, shall be due in full to the Division within ten calendar days of the date of default.

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 19th day of May, 2019.

16 DATED this 19th day of April, 2019.

17 REAL ESTATE COMMISSION
18 STATE OF NEVADA

19
20 By: 
21 President, Nevada Real Estate Commission