

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

FILED

SEP 11 2020

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

Case No. 2018-895

REAL ESTATE COMMISSION

BY *Emily Patten*

Petitioner,

**STIPULATION AND ORDER
FOR SETTLEMENT**

vs.

CHAIM LURYA,

Respondent.

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Karissa D. Neff, Esq. and Chaim Lurya ("RESPONDENT"), by and through his attorney of record, Shlomo S. Sherman, Esq. of Sherman Law PLLC.

RESPONDENT at all relevant times mentioned in this Complaint was licensed by the Division as a salesperson. He is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS chapter 645 and NAC chapter 645.

SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT

1. RESPONDENT has been, and as of the date of this complaint, is currently licensed by the Division as a salesperson under license number S.0168805, issued on November 18, 2009, said license being active.

2. RESPONDENT's wife, Hava Lurya, held a provisional timeshare license under license TS.0001943-AGEN, said license now closed, and at all relevant times did not hold any other licenses with the Division.

3. On June 30, 2018, Scott Wells ("Complainant") filed a complaint with the Division stating that he was contacted by the owner of two properties, Mira Peer ("Owner"), to list the properties for sale located at 7221 Dry Lake ("Dry Lake Property") and 9509 Belgate ("Belgate Property"), both located in Las Vegas, Nevada, collectively the "Properties."

1 4. Complainant alleged that the Properties were managed by RESPONDENT and Hava
2 Lurya, neither of whom held a property management permit from the Division.

3 5. In response to the Division's investigation, RESPONDENT admitted to helping the
4 Owner purchase the Properties and stated that the Owner asked him to manage the Properties because
5 the Owner lived in Israel.

6 6. RESPONDENT claimed that he informed the Owner that he could not manage the
7 Properties but that his wife would be able to do so as a favor.

8 7. RESPONDENT was unable to provide a property management agreement for either of
9 the Properties to the Division and admitted that no property management agreements existed.

10 8. RESPONDENT prepared and completed residential lease agreements for both Properties.

11 9. RESPONDENT's name was on the notices of rent increases to tenants for both Properties.

12 10. RESPONDENT further stated that his wife opened a joint banking account with the
13 Owner and that his wife "took care of all payments through the joint account."

14 11. During its investigation, the Division obtained checks written to Mrs. Lurya and/or
15 RESPONDENT's and his wife's entity, BH Creations LLC, a Nevada limited liability company ("BH
16 Creations") from a joint account held by Mrs. Lurya and the Owner.

17 12. During its investigation, the Division obtained copies of insurance bills and receipt of
18 payments for both Properties listing Ms. Lurya and the Owner as the policy holders.

19 13. During its investigation, the Division obtained copies of checks from the joint account
20 used to pay for utilities, services, and taxes for the Properties.

21 14. RESPONDENT admitted in his response to the Division that from time to time, he helped
22 with issues that arose related to the management of the Properties.

23 15. RESPONDENT stated that in 2016, he asked the Owner to find a property manager but
24 that she refused.

25 16. RESPONDENT stated that again in approximately June of 2018, he told the Owner to hire
26 another property manager for the Properties and offered to help do so.

27 17. RESPONDENT claims that on June 26, 2018, he received a note from the Owner that she
28 found someone else and requested the files for the Properties.

1 18. RESPONDENT claims that Complainant's complaint was filed with the Division in
2 revenge because he and his wife no longer wanted to continue assisting with the Properties.

3 19. RESPONDENT's wife, Ilava Lurya, also filed a response with the Division.

4 20. Mrs. Lurya admitted that she agreed to help the Owner with the management of the
5 Properties as a favor.

6 21. Mrs. Lurya stated that when management of the Properties became too big of a burden,
7 she asked her husband to end to the arrangement, first in 2016, and then again towards the beginning of
8 June 2018.

9 22. RESPONDENT's broker, Cynthia Lujan ("Lujan"), of Nationwide Realty LLC, also filed
10 a response with the Division.

11 23. In her response to the Division, Lujan stated that she was unaware that either
12 RESPONDENT or his wife were engaging in property management activities with respect to the
13 Properties.

14 24. Lujan further stated that the Owner's closing on the Belgate Property occurred prior to her
15 becoming RESPONDENT's broker and that as a result, she was unable to locate any documents related
16 to the Belgate Property.

17 25. With respect to the Dry Lake Property, Lujan stated that RESPONDENT deleted the
18 transaction from her brokerage's paperless system on the day he learned of Complainant's complaint
19 with the Division.

20 26. Lujan stated as a result of the Complainant's complaint, she terminated RESPONDENT from
21 her brokerage.

22 27. RESPONDENT and Mrs. Lurya managed the Belgate Property beginning in 2014 through
23 approximately Spring of 2018.

24 28. RESPONDENT and Mrs. Lurya managed the Dry Lake Property from 2015 through
25 approximately Spring of 2018.

26 29. Checks obtained during the Division's investigation from the joint account made payable to
27 Mrs. Lurya and/or RESPONDENT's and his wife's entity BH Creations, from January 1, 2018 to Jun 29,
28 2018, show payment to Mrs. Lurya or BH Creations in the amount of \$5,464.24.

30. On September 25, 2018, the Division issued both RESPONDENT and his wife cease and desist orders to stop engaging in property management activities because they did not hold the proper permits from the Division to do so.

31. On July 3, 2018, the Division properly notified RESPONDENT that it had received a complaint against him.

32. On September 27, 2018, the Division properly notified RESPONDENT that it intended to commence disciplinary action against him by filing a complaint for hearing with the Real Estate Commission.

VIOLATIONS

33. RESPONDENT is alleged to have violated NRS 645.235(a) and (b) by conducting property management services for the Properties without holding the proper permit from the Division to do so and by assisting his wife in the management of the Properties knowing that she did not hold a property management permit from the Division.

34. RESPONDENT is alleged to have violated NRS 645.252 (3)(a), (b) by failing to provide the property owner or tenants with a duties owed for the leasing transactions for the Properties.

35. RESPONDENT is alleged to have violated NRS 645.633 1(i) pursuant to NAC 645.605 (10)(c) by deleting the transaction file for the Dry Lake Property after being notified of Complainant's filing a complaint with the Division.

36. RESPONDENT is alleged to have violated NRS 645.650(2) by failing to provide his broker with lease agreements for the Properties.

PROPOSED SETTLEMENT

In an effort to avoid the time and expense of litigating these issues before the Commission, the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. RESPONDENT agrees to pay the Division a total amount of \$8,551.80 ("Amount Due"), consisting of a fine in the amount of \$7,500.00, and \$1,051.80 for the Division's pre-hearing costs and attorneys' fees.

2. The Amount Due shall be payable to the Division within 90 days of the entry of the Order approving this Settlement.

1 3. RESPONDENT shall also complete 6 hours of continuing education in contracts and 6
2 hours of continuing education in ethics. Completion of this education shall not count towards the
3 education needed for RESPONDENT's license renewal, and shall be completed within 90 days of the
4 entry of the Order approving this Settlement.

5 4. RESPONDENT and the Division agree that by entering into this Stipulation, the Division
6 does not concede any defense or mitigation RESPONDENT may assert and that once this Stipulation is
7 approved and fully performed, the Division will close its file in this matter. Likewise, RESPONDENT
8 does not make any admission to any violation or liability by entering into this Stipulation.

9 5. RESPONDENT agrees and understands that by entering into this Stipulation,
10 RESPONDENT is waiving his right to a hearing at which RESPONDENT may present evidence in his
11 defense, his right to a written decision on the merits of the complaint, his rights to reconsideration and/or
12 rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada
13 Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and
14 accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this
15 Agreement and other documentation may be subject to public records laws. The Commission members
16 who review this matter for approval of this Stipulation may be the same members who ultimately hear,
17 consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not
18 timely performed by RESPONDENT. RESPONDENT fully understands that he has the right to be
19 represented by legal counsel in this matter at his own expense.

20 6. Each party shall bear their own attorney's fees and costs, except as provided above.

21 7. Approval of Stipulation. Once executed, this Stipulation will be filed with the
22 Commission and will be placed on the agenda for approval at its next public meeting. The Division will
23 recommend to the Commission approval of the Stipulation. RESPONDENT acknowledges that the
24 Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
25 rejected by RESPONDENT before any amendment is effective.

26 8. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
27 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
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1 the Division may pursue its Complaint before the Commission. This Stipulation then shall become null
2 and void and unenforceable in any manner against either party.

3 9. Release. In consideration of the execution of this Stipulation, RESPONDENT, for
4 himself, his heirs, executors, administrators, successors, and assigns, hereby releases, remises, and
5 forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and
6 each of their respective members, agents, employees, and counsel in their individual and representative
7 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,
8 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,
9 now has, may have, or claim to have against any or all of the persons or entities named in this section,
10 arising out of or by reason of the Division's investigation, this disciplinary action, and all other matters
11 relating thereto.

12 10. Indemnification. RESPONDENT hereby agrees to indemnify and hold harmless the State
13 of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their respective
14 members, agents, employees, and counsel, in their individual and representative capacities, against any
15 and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's
16 investigation, this disciplinary action, and all other matters relating thereto, and against any and all
17 expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the
18 persons and/or entities named in this section as a result of said claims, suits, and actions.

19 11. Default. In the event of default, RESPONDENT agrees that his license shall be
20 immediately suspended, and the unpaid balance of the administrative fine and costs, together with any
21 attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten
22 calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case
23 may be instituted by the Division or its assignee. RESPONDENT agrees that the foregoing suspension
24 of his license shall continue until the unpaid monetary assessments are paid in full. RESPONDENT
25 agrees that his license shall also be immediately suspended if he fails to timely attend and complete the
26 above continuing education. RESPONDENT agrees that the suspension of his license shall continue
27 until the continuing education is completed.

12. RESPONDENT has signed and dated this Stipulation only after reading and understanding all terms herein.

DATED this 27 day of August, 2020.

DATED this 28 day of August, 2020.

NEVADA DEPARTMENT OF BUSINESS
& INDUSTRY, REAL ESTATE DIVISION

By: 

CHAIM LURYA

By: 

SHARATH CHANDRA
Administrator

Approved as to form:

By: 

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2 STATE OF NEVADA

3 SHARATH CHANDRA, Administrator,
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8 CHAIMLURYA,

Respondent.

10 **ORDER APPROVING STIPULATION AND ORDER**
11 **FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 That certain Stipulation and Order for Settlement of Disciplinary Action in this action, having
13 come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during
14 its regular agenda commencing on September 1, 2020, and the Commission being fully apprised in the
15 premises, and good cause appearing,

16 IT IS SO ORDERED that the Stipulation and Order for Settlement of Disciplinary Action in this
17 matter, entered into by Petitioner and Respondent, is approved in full.

18 Dated: September 1 , 2020.

20 REAL ESTATE COMMISSION
21 STATE OF NEVADA

22
23 By: 
24 President, Nevada Real Estate Commission

25 Submitted by:
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27
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1 AARON FORD, Attorney General

2 By: /s/ *Karissa Neff*

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