

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

FILED

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

Case No. 2018-896

SEP 11 2020

REAL ESTATE COMMISSION

BY *[Signature]*

Petitioner,

**STIPULATION AND ORDER
FOR SETTLEMENT
OF DISCIPLINARY ACTION**

vs.

HAVA 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 Hava Lurya ("RESPONDENT"), by and through her attorney of record, Shlomo S. Sherman, Esq. of Sherman Law PLLC.

RESPONDENT has previously held a provisional timeshare license from the Division, and as alleged in the Division's complaint in this case (the "Complaint"), engaged in property management without holding a permit from the Division, and 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 held a provisional timeshare license under license TS.0001943-AGEN, said license now closed and at all relevant times held no other licenses from the Division.

2. RESPONDENT's husband, Chaim Lurya, 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.

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 her
2 husband, Chaim Lurya, neither of whom held a property management permit from the Division.

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

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

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

10 8. RESPONDENT's husband prepared and completed residential lease agreements for both
11 Properties.

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

14 10. RESPONDENT's husband further stated that RESPONDENT opened up a joint account
15 with Owner and that his wife "took care of all payments through the joint account."

16 11. During its investigation, the Division obtained checks written to RESPONDENT and/or
17 RESPONDENT's and her husband's entity, BH Creations, LLC, a Nevada limited liability company
18 ("BH Creations") from a joint account held by RESPONDENT and the Owner.

19 12. During its investigation, the Division obtained copies of insurance bills and receipt of
20 payments for both Properties listing RESPONDENT and the Owner as the policy holders.

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

23 14. RESPONDENT's husband admitted that from time to time, he helped with issues that
24 arose related to the management of the Properties.

25 15. RESPONDENT's husband stated that in 2016, he asked the Owner to find a property
26 manager but that she refused.

27 16. RESPONDENT's husband stated that again in approximately June of 2018 he told the
28 Owner to hire another property manager to manage the Properties and offered to help her do so.

1 17. RESPONDENT's husband claimed that on June 26, 2018, he received a note from the
2 Owner that she found someone else and requested the files for the Properties.

3 18. RESPONDENT's husband claims that Complainant's complaint was filed with the
4 Division in revenge because he and RESPONDENT no longer wanted to continue assisting with the
5 Properties.

6 19. RESPONDENT also filed a response with the Division.

7 20. RESPONDENT admitted that she agreed to help the Owner with the management of the
8 Properties as a favor.

9 21. RESPONDENT stated that when management of the Properties became too big of a
10 burden, she asked her husband to end the arrangement, first in 2016, and then again towards the beginning
11 of June 2018.

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

14 23. In her response to the Division, Lujan stated that she was unaware that either
15 RESPONDENT's husband or RESPONDENT were engaging in property management activities with
16 respect to the Properties.

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

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

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

25 27. RESPONDENT and her husband managed the Belgate Property beginning in 2014 through
26 approximately Spring of 2018.

27 28. RESPONDENT and her husband managed the Dry Lake Property from 2015 through
28 approximately Spring of 2018.

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

30. On September 25, 2018, the Division issued both RESPONDENT's husband and RESPONDENT 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 her.

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

VIOLATIONS

33. RESPONDENT is alleged to have violated NRS 645.235(1) (a) by conducting property management services for the Properties without holding the proper permit from the Division to do so.

PROPOSED SETTLEMENT

1. 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: RESPONDENT agrees to pay the Division a total amount of \$3,243.00 ("Amount Due"), consisting of a \$2,500.00 fine imposed by the Division, plus the Division's pre-hearing costs and fees in the amount of \$743.00.

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

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

4. RESPONDENT agrees and understands that by entering into this Stipulation RESPONDENT is waiving her right to a hearing at which RESPONDENT may present evidence in her

1 defense, her right to a written decision on the merits of the complaint, her rights to reconsideration and/or
2 rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada
3 Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and
4 accompanying regulations, and the federal and state Constitutions. RESPONDENT understands that this
5 Agreement and other documentation may be subject to public records laws. The Commission members
6 who review this matter for approval of this Stipulation may be the same members who ultimately hear,
7 consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not
8 timely performed by RESPONDENT. RESPONDENT fully understands that she has the right to be
9 represented by legal counsel in this matter at her own expense.

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

11 6. Approval of Stipulation. Once executed, this Stipulation will be filed with the
12 Commission and will be placed on the agenda for approval at its next public meeting. The Division will
13 recommend to the Commission approval of the Stipulation. RESPONDENT acknowledges that the
14 Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or
15 rejected by RESPONDENT before any amendment is effective.

16 7. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests
17 amendments unacceptable to RESPONDENT, RESPONDENT may withdraw from this Stipulation, and
18 the Division may pursue its Complaint before the Commission. This Stipulation then shall become null
19 and void and unenforceable in any manner against either party.

20 8. Release. In consideration of the execution of this Stipulation, RESPONDENT for herself,
21 her heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever
22 discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of
23 their respective members, agents, employees, and counsel in their individual and representative
24 capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions,
25 claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENT ever had,
26 now has, may have, or claim to have against any or all of the persons or entities named in this section,
27 arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all
28 matters related thereto.

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

10. Default. In the event of default, RESPONDENT agrees that the unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee.

11. RESPONDENT has signed and dated this Supulation 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: [Signature]
HAVA LURYA

By: [Signature]
SHARATH CHANDRA
Administrator

Approved as to form:

[Signature]
SHERMAN LAW, PLLC
Sholomo S. Sherman (Bar No. 9688)
2620 Regatta Drive
Suite 202
Las Vegas, NV 89118
Attorney for RESPONDENT

1 AARON D. FORD
2 Attorney General

3 By: 

4 Karissa D. Neff (Bar. No. 9133)
5 Deputy Attorney General
6 555 E. Washington Avenue, Suite 3900
7 Las Vegas, NV 89101
8 Attorneys for Real Estate Division
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 HAVA LURYA,

10 Respondent.

Case No. 2018-896

11 ORDER APPROVING STIPULATION AND ORDER
12 FOR SETTLEMENT OF DISCIPLINARY ACTION

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

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

19 Dated: September 1, 2020.

20 REAL ESTATE COMMISSION
21 STATE OF NEVADA

22 By: 
23 President, Nevada Real Estate Commission

24
25
26
27 Submitted by:
28

1 AARON FORD, Attorney General

2
3 By:

/s/ Karissa Neff

4 Karissa D. Neff
5 Deputy Attorney General
6 555 E. Washington Ave. Ste 3900
7 Las Vegas, Nevada 89101
8 Attorneys for Real Estate Division
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28