Real Estate Division State of Nevada 3300 W. Sahara Ave Suite 350 Las Vegas, NV 89102

Peter K. Keegan Deputy Attorney General 100 North Carson Street Carson City, NV 89701

August 25, 2020

To Whom It May Concern,

This letter is in response to the violations alleged:

- 1. Violation of NRS 645.325 and/or NAC 645.605(1) I admit to deleting the rent for the property in question
- 2. Violation of NRS 645.630(1)(a) and/or NAC 645.605(6) I admit to telling the complaintants that the lease renewal was not in effect because the owner did not sign off on it
- 3. Violation of NRS 645.635(1) I admit that the lease renewal was not authorized by the owners and was still presented to the complaintants

DEPT OF BUSINESS & INDUSTRY

4. Violation of NRS 645.65(5) – I admit that I did present the altered lease agreement to a real estate licensee representing a party to the transaction to sell the property in question

Attached you will find a copy of an affidavit that was presented to Ms. Ann Angell on November 12, 2018. As you can see that I admitted my guilt, as I am doing in this letter.

As of today, I no longer have a salesperson or property management license. I chose not to renew either one because of my actions. I also knew that even if I did renew them, they would not hold any value because of my actions. I have no desire to go back into real estate or property management.

In regards to the hearing dates, I understand that it is my right to be on the phone or over the computer. However, due to my current work schedule, I will not be able to do either one. Please understand that my inability to attend the hearing is only due to the fact that I cannot afford to miss work.

There is no defense that I can give for my reprehensible conduct. I will accept the consequences of my actions as I have no one to blame but myself. All that I ask is that payment arrangements can be made. I am not in a financial position to pay everything at once. I know this request is a lot to ask.

Sincerely,

Michelle (darmy)

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# STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY REAL ESTATE DIVISION Administrative Office



#### Affidavit Form

STATE OF NEVADA	Affidavit of Michelle Harmon  Date November 12, 2018			
County of Clark				
	Time Taken 9:52 a.m.	O'Clock		
	City Henderson	State NV		
Michelle Harmon		deposes and says:		
Name				
I freely and voluntarily give this affidavit to Ann Angell		who		
is known to me as _Compliance & Audit Investigator		_for the Nevada Real Estate Division.		
Begin typing statement here.				

Towards the end of July, I sent out a renewal to the tenants of 6339 Alderlyn with the option of renewing at \$1325 and \$5.95 for payment processing fee for a total of \$1330.95 per month, as their lease was due to expire at the end of September. When I did not hear from the tenants, I sent an email to them (husband and wife share the same email). I did receive a response back from the tenant via email, that they could not afford the month to month option and they were thinking of relocating out of state. The tenants (again I do not know if it was the husband or wife) inquired if a six-month lease could be an option because they didn't want to stay any longer than that. Without approval from anyone, I agreed to a 6-month lease at \$1325 plus \$5.95 per month. I typed up the renewal addendum, sent it to the tenants using Hellosign. They signed the agreement and I entered the new dates into the system. Towards the beginning of September, the owners called and wanted the tenants on a month to month lease. I did not tell the owners that it was too late, and a lease agreement had been signed. I did call the tenants and let them know that the owners have decided to sell the house and were giving them the first option to buy the home. The tenants wanted to take the weekend to think about it. When they called back on Monday, they had determined that they would not be able to buy the house. They asked about the lease, my excuse to them was that the owners did not sign off on it and that the renewal had not gone into effect yet, so in sense it was null and void, which I knew not to be true. After that phone conversation, I took it upon myself to alter the dates and rent amount on the addendum. I changed the addendum to read that the lease was to expire on October 31, 2018 and the rent was to be \$1300 plus the \$5.95 payment processing fee for a total of \$1305.95 per month. I then went into our software and changed the dates from March 31, 2019 back to October 31, 2018. I then went into Hellosian on November 7th and deleted out the original sent agreement and deleted the downloaded copy. In October, the tenants did make their normal rental payment of \$1305.95 via electronic payment on the night of October 5th. Sometime on the morning of October 6th, I logged into our system using my phone to see if they had paid their rent vet. As I pulled up their ledger. I deleted their electronic rent payment. I did not call the tenants to let them know what had happened, and they did not call me to see why they were receiving emailed late notifications. I did receive their check on October 16th in the amount of \$1300 for their normal rent amount. I did not charge any late fees or any other charges.

I know my actions are inexcusable. I do accept full responsibility for my actions. I have nobody to blame but myself and will accept the consequences.

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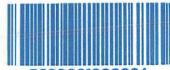


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