

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 REBECCA L. CORDOVA,

10 Respondent.

Case No. 2017-2135

FILED

FEB 07 2020

REAL ESTATE COMMISSION

BY *Emily Patten*

11 **COMPLAINT AND NOTICE OF HEARING**

12 The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY
13 OF THE STATE OF NEVADA ("Division") hereby notifies REBECCA L. CORDOVA
14 (RESPONDENT), of an administrative hearing before the STATE OF NEVADA REAL ESTATE
15 COMMISSION ("Commission"). The hearing will be held pursuant to Chapters 233B and Chapter 645
16 of the Nevada Revised Statutes ("NRS") and Chapter 645 of the Nevada Administrative Code ("NAC").
17 The purpose of the hearing is to consider the allegations stated below and to determine if
18 RESPONDENTS should be subject to an administrative penalty as set forth in NRS 645.633 and/or NRS
19 645.630 and/or NRS 622.400, and the discipline to be imposed, if violations of law are proven.

20 **JURISDICTION**

21 RESPONDENT REBECCA L. CARDOVA was at all relevant times mentioned in this
22 Complaint, licensed as a Broker under license B.1001423.LLC, and is therefore subject to the jurisdiction
23 of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

24 **FACTUAL ALLEGATIONS**

25 1. RESPONDENT has been licensed as a Broker under license B.1001423.LLC since July 17,
26 2014 and also holds a property manager permit, which are both on active status.

27 2. RESPONDENT is an owner and a manager of CanAm Real Estate Services, LLC, a Nevada
28 limited liability company.

1 3. RESPONDENT's husband, Manuel Cordova, Jr., is also a manager of CanAm, and at one time,
2 was licensed by the Division as a salesperson under license number S.0180944, said license now being
3 on closed status.

4 4. At all relevant times, Anthony Marinaccio ("Marinaccio" and/or "Complainant") owned thirty-
5 two rental properties in Clark County, Nevada, either individually, or through the following entities-
6 AMV Investments, LLC and AV Rentals, LLC.

7 5. Marinaccio either individually, or through his entities, entered into several residential property
8 management agreements with CanAm and/or RESPONDENT to lease and manage these rental properties
9 located at the following addresses: (1) 2241 Statz Street in North Las Vegas, Nevada, consisting of four
10 units ("2241 Statz Property"), (2) 2249 Statz Street in North Las Vegas, Nevada consisting of four units
11 ("2249 Statz Property") (collectively the "Statz Properties"), (3) 2240 Ellis Street in North Las Vegas,
12 Nevada, consisting of four units ("Ellis Property"), (4) 1409 Henry Drive in Las Vegas, Nevada,
13 consisting of four units ("1409 Henry Property"), 1413 Henry Drive in Las Vegas, Nevada, consisting
14 of four units ("1413 Henry Property") (collectively the "Henry Properties"), and 2839 Judson Ave. in
15 North Las Vegas, Nevada, consisting of six units ("Judson Property"). The properties described in this
16 paragraph and paragraph 7 of this Complaint shall be collectively referred to as the "Properties."

17 6. Between August 21, 2015 and December 26, 2016, RESPONDENT and/or CanAm entered
18 into residential management agreements with Complainant for the Statz Properties, the Ellis Property,
19 the Henry Properties, and the Judson Property.

20 7. CanAm and/or RESPONDENT also performed property management duties on all six units
21 of Marinaccio's and/or his entity's property located at 180 W New York Avenue in North Las Vegas,
22 NV ("New York Property").

23 8. Between August 29, 2017 and September 22, 2017, Marinaccio notified RESPONDENT that
24 he was terminating his management agreement with RESPONDENT and/or CanAm for the Properties.

25 9. On or around September 29, 2017 Marinaccio filed a complaint with the Division alleging that
26 RESPONDENT mismanaged the Properties.

27 10. On October 4, 2017, the Division properly notified RESPONDENT that it was opening an
28 investigation based on Marinaccio's complaint with the Division.

1 11. The Division obtained certain documents during its investigation, including RESPONDENT's
2 and/or CanAm's residential property management agreements with Marinaccio and/or his entities,
3 residential lease agreements for the Properties, and certain financial documents.

4 12. In his Complaint to the Division, Marinaccio claimed that with respect to a New York Property
5 unit, that a tenant paid several months' rent by credit card and then reversed those charges with his or her
6 credit card company.

7 13. Marinaccio claimed that despite the tenant's rent delinquency, RESPONDENT improperly
8 permitted the tenant to remain in the New York Property unit.

9 14. In response to the Division, RESPONDENT admitted that the tenant in the New York Property
10 unit had paid rent charges by credit card and then had those credit cards charges reversed, and that the
11 credit card company was conducting an on-going investigation.

12 15. The documents provided to the Division show that the credit card charges had been reversed
13 on April 13, 2016, and that despite the tenant's failure to pay the delinquent rent, RESPONDENT
14 permitted the tenant to live in the New York Property until September 10, 2017- nearly a year and a half
15 after the tenant's rent had become delinquent.

16 16. In connection with leasing a unit at the Ellis Property, RESPONDENT paid a
17 commission/referral fee to an individual named Rafael Adrian Juarez ("Juarez").

18 17. RESPONDENT's commission/referral fee to Juarez was improper because Juarez was not a
19 licensee.

20 18. During the Division's investigation, the Division was provided with two different Owner's
21 Statements - one provided by Marinaccio and one provided by RESPONDENT, each containing different
22 numbers.

23 19. RESPONDENT failed to maintain and provide the Division with an accurate Owner's
24 Statement.

25 20. RESPONDENT and/or CanAm failed to enter into a residential management agreement with
26 Marinaccio and/or his entities during the management of the six units located at the New York Property.

27 21. Despite failing to obtain a signed, written property management agreement with the
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1 landowner/Complainant, RESPONDENT managed the New York Property from approximately March
2 of 2016 through September of 2017.

3 22. During her management of the Properties, with respect to some units, RESPONDENT
4 improperly charged tenants a \$15 dollar storage fee without the fee being specified as an additional fee
5 in the lease agreement.

6 23. RESPONDENT charged this fee under some of the leases for unit B of the 2241 Statz
7 Property, and under some of the leases for units A, B, and D at the Ellis Property, on 19 different
8 occasions.

9 24. The form lease used by RESPONDENT lists storage as part of the premises, and is
10 included in the payment of monthly rent.

11 25. Nowhere in the form lease used by RESPONDENT does it list that additional money is owed
12 for storage.

13 26. NRS 118A.200 requires residential lease agreements to include required fees and the purposes
14 for which they are required.

15 27. RESPONDENT violated NRS 118A.200 by failing to include in leases that additional
16 money was owed for storage on 19 separate occasions.

17 28. Owner's Statements provided to the Division by RESPONDENT do not account for security
18 deposits collected by RESPONDENT from tenants under the following leases: Juarez lease at the Ellis
19 Property, Vasquez lease at the Ellis Property, Aguilar lease at the Ellis Property, Santos Lease at the 1409
20 Henry Property.

21 29. The terms of the Management Agreement for the Ellis Property required RESPONDENT to
22 collect a security deposit.

23 30. RESPONDENT violated the terms of the Management Agreement by failing to account for
24 security deposits on the leases set forth in paragraph 28 of this Complaint.

25 31. RESPONDENT also improperly permitted Manuel Cordova, Jr., to engage in property
26 management activities that required a license from the Division on all of the Properties.

27 32. By way of an example, during its investigation, the Division obtained correspondence between
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1 RESPONDENT and Marinaccio where RESPONDENT referenced property management activities
2 performed with respect to the New York Property.

3 33. In correspondence from RESPONDENT to Marinaccio regarding the New York Property,
4 RESPONDENT stated:

5 Here are some of the problems affecting the building monthly that is causing expenses
6 month after month.

- 7 1. The cast iron plumbing throughout is deteriorated and the roofs from the
8 neighboring pine tree have affected the sewer.
- 9 2. The plumbing belly is to [sic] shallow causing monthly back ups into units.
- 10 3. The flat roof needs to be replaced. It has continuous leaks.
- 11 4. The Window and doors need commercial security bars. As you know the standard
12 ones are continually pried open.
- 13 5. Electrical Work.

14 As a recap the problem with throwing tens of thousands of dollars at the building is it won't do
15 anything. We can dress it up as nice as Statz or Ellis but we or anyone else for that matter will
16 not be able to get tenants or quality tenants to occupy the building...

17 I specifically remember before you purchased the building driving by and inspecting the building.
18 In particular the roof. I remember you asking me my thought and I specifically remember telling
19 you not to buy it.

20 34. RESPONDENT permitted Manuel Cordova, Jr. to engage in property management activities
21 that as a licensee, she should have either performed herself or prevented Manuel Cordova, Jr. from
22 performing, unless he obtained the proper permit from the Division.

23 35. When managing 15 of the Properties' units, RESPONDENT and/or her company failed to
24 obtain residential leases with each respective tenant.

25 36. On the Properties managed, RESPONDENT charged Complainant for landscaping when the
26 lease permitted landscaping maintenance obligations to be placed on the tenant.

27 VIOLATIONS

28 RESPONDENT has committed the following violations of law:

1. RESPONDENT violated NRS 645.633(1)(h) by permitting a tenant to remain in the New York
Property for approximately a year and a half despite having delinquent rent.

1 **THE HEARING WILL TAKE PLACE on March 10, 2020 commencing at 9:00 a.m., or as**
2 **soon thereafter as the Commission is able to hear the matter, and each day thereafter commencing**
3 **at 9:00 a.m. through March 12, 2020 or earlier if the business of the Commission is concluded. The**
4 **Commission meeting will be held on March 10, 2020, at the Grant Sawyer Building, 555 East**
5 **Washington Avenue, Room 4401, Las Vegas, Nevada 89101. The meeting will continue on March**
6 **11, 2020 at the Grant Sawyer Building, 555 East Washington Avenue, Room 4401, Las Vegas,**
7 **Nevada 89101, commencing at 9:00 a.m., and on March 12, 2020, should business not be concluded,**
8 **starting at 9:00 a.m. at the Grant Sawyer Building, 555 East Washington Avenue, Room 4401, Las**
9 **Vegas, Nevada 89101.**

10 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled at the same time
11 as part of a regular meeting of the Commission that is expected to last from March 10, 2020 through
12 March 12, 2020, or earlier if the business of the Commission is concluded. Thus, your hearing may be
13 continued until later in the day or from day to day. It is your responsibility to be present when your case
14 is called. If you are not present when your hearing is called, a default may be entered against you and
15 the Commission may decide the case as if all allegations in the complaint were true. If you have any
16 questions please call Evelyn Pattee, Commission Coordinator at (702) 486-4074.

17 **YOUR RIGHTS AT THE HEARING:** except as mentioned below, the hearing is an open
18 meeting under Nevada's open meeting law, and may be attended by the public. After the evidence and
19 arguments, the commission may conduct a closed meeting to discuss your alleged misconduct or
20 professional competence. You are entitled to a copy of the transcript of the open and closed portions of
21 the meeting, although you must pay for the transcription.

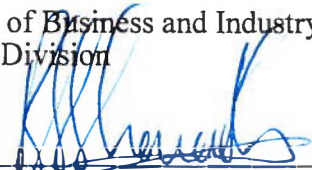
22 As the Respondent, you are specifically informed that you have the right to appear and be heard
23 in your defense, either personally or through your counsel of choice. At the hearing, the Division has the
24 burden of proving the allegations in the complaint and will call witnesses and present evidence against
25 you. You have the right to respond and to present relevant evidence and argument on all issues involved.
26 You have the right to call and examine witnesses, introduce exhibits, and cross-examine opposing
27 witnesses on any matter relevant to the issues involved.

1 You have the right to request that the Commission issue subpoenas to compel witnesses to testify
2 and/or evidence to be offered on your behalf. In making the request, you may be required to demonstrate
3 the relevance of the witness' testimony and/or evidence. Other important rights you have are listed in
4 NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.875.

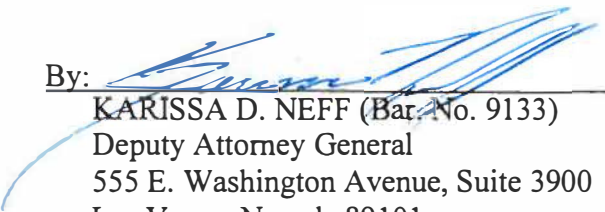
5 The purpose of the hearing is to determine if the Respondent has violated NRS 645 and/or NAC
6 645 and if the allegations contained herein are substantially proven by the evidence presented and
7 to further determine what administrative penalty is to be assessed against the RESPONDENT, if any,
8 pursuant to NRS 645.235, 645.633 and or 645.630.

9 DATED this 5th day of February, 2020.

10 State of Nevada
11 Department of Business and Industry
12 Real Estate Division

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