

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

FILED

OCT 06 2021

REAL ESTATE COMMISSION

BY *Evelyn Pattee*

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

Case Nos.: 2019-224

Petitioner,

vs.

ANSON BLAIR WENZEL,

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This matter came on for hearing before the Real Estate Commission, Department of Business and Industry, State of Nevada (the "Commission"), during a regular agenda, set for three days, beginning on September 14, 2021 (the "Hearing"). RESPONDENT Anson Blair Wenzel (hereinafter, "RESPONDENT") did not appear in person, through counsel, or otherwise. Matthew Feeley, Esq., Deputy Attorney General with the Nevada Attorney General's Office, appeared on behalf of the Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division").

Evelyn Pattee, Real Estate Commission Coordinator, testified regarding notice sent to the RESPONDENT. The Commission found appropriate service of the notice of the Hearing, the initial complaint, Notice of the Complaint, and Notice of Documents.

After hearing testimony presented in this matter and for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of Law, and Order by default against RESPONDENT as follows:

JURISDICTION

RESPONDENT at all relevant times mentioned in this Complaint was licensed by the Division as a broker-salesperson though did not hold a property management permit. He is therefore subject to the jurisdiction of the Division and the Commission and the provisions of NRS chapter 645 and NAC chapter 645.

1 **FINDINGS OF FACT**

2 The Commission, by unanimous vote, based upon evidence presented during the
3 Hearing, enters a finding of the following facts by default:

4 1. RESPONDENT is licensed with the Division as a broker-salesperson under license
5 BS.0144016.LLC, said license being issued in December of 2012, and is currently in "active" status.

6 2. RESPONDENT was associated with GENERAL REALTY GROUP INC from March 7,
7 2019 through December 31, 2020 and again from February 3, 2021 through the present date.

8 3. RESPONDENT was associated with REALTY ONE GROUP INC from February 4, 2019
9 through March 6, 2019.

10 4. RESPONDENT was associated with SIGNATURE REAL ESTATE GROUP LLC from
11 December 23, 2015 through December 27, 2018, and again from January 11, 2019 through January 29,
12 2019.

13 5. RESPONDENT was associated with SIGNATURE GALLERY OF HOMES from
14 December 12, 2014 through December 22, 2015.

15 6. RESPONDENT was associated with NEIGHBORHOOD REALTY from December 31,
16 2012 through December 12, 2014.

17 7. On March 1, 2019, Mr. Mert Gumusbasoglu ("Complainant") submitted a Complaint to
18 the Division regarding the management of one of his properties.

19 8. Complainant provided that at the time of preparing the Complaint, he lived in Barcelona,
20 Spain.

21 9. Complainant stated that he owns three condos in Las Vegas, Nevada and that his close
22 family owns three more. All were purchased through SIGNATURE REAL ESTATE GROUP and
23 RESPONDENT was the real estate agent.

24 10. Complainant alleged that RESPONDENT was also finding tenants for the properties and
25 was maintaining the property regarding repairs.

26 11. Complainant stated that he purchased one of the properties referenced above on April 27,
27 2017 ("the property") and the property is located at located at 1050 E. Cactus Ave. #1017.
28

1 12. Complainant alleges that there was a sewer backup problem at the property in October of
2 2017. The total cost of the damages was calculated to be around \$25,000.

3 13. Complainant alleged that RESPONDENT told Complainant that the insurance company
4 declined to pay the cost of repair and that because a tenant lived in the property repairs needed to be
5 completed right away. RESPONDENT told Complainant to send RESPONDENT \$25,000 in order to
6 pay ADVANCE PRO RESTORATIONS to complete the work and that RESPONDENT would pursue
7 action against the insurance company to reimburse the amount.

8 14. Complainant stated that he transferred RESPONDENT the \$25,000 in November 2017,
9 ADVANCE PRO RESTORATIONS completed the work promptly, and the tenant was able to move
10 back in.

11 15. Complainant alleged that RESPONDENT reported that he was trying to get the money
12 reimbursed from the insurance company. RESPONDENT said that he hired an attorney and that he will
13 pay for the attorney himself to get the money from the insurance company.

14 16. Complainant alleged that in June of 2018, RESPONDENT wired Complainant \$4,144
15 telling Complainant that that was the first portion approved by the insurance company.

16 17. Complainant alleged that in February of 2019 he received an email from ADVANCE PRO
17 RESTORATIONS claiming that they had been trying to get a hold of him for over a year. ADVANCE
18 PRO RESTORATIONS informed Complainant that they never received any money from
19 RESPONDENT, specifically they did not receive the \$25,000 wired from Complainant to
20 RESPONDENT. ADVANCE PRO RESTORATIONS stated they received around \$16,000 directly from
21 the insurance company in January of 2018, within two months of the incident. ADVANCE PRO
22 RESTORATIONS stated that there was an unpaid due amount of \$6,000 and as such put a lien on the
23 property a year prior. RESPONDENT paid the due amount and ADVANCE PRO RESTORATIONS
24 removed the lien. ADVANCE PRO RESTORATIONS stated that RESPONDENT only made partial
25 payments to them for the first few months, but then cut off contact with them. Additionally,
26 RESPONDENT refused to provide the Complainants contact information with ADVANCE PRO
27 RESTORATIONS.

1 18. The Division commenced an investigation into RESPONDENT's activities in response to
2 Complainant's complaint.

3 19. In the course of the investigation, the Division received documents from the Complainant
4 to include: emails between Complainant and Respondent and a copy of an attorney agreement from
5 RESPONDENT for which RESPONDENT told Complainant that he was going to hire an attorney to go
6 after the insurance company.

7 20. Additionally, Complainant provided emails which discussed that RESPONDENT
8 received \$24,660 from Complainant which went directly into RESPONDENT's bank account.

9 21. Additionally, Complainant provided emails wherein he told RESPONDENT that
10 RESPONDENT owed him \$16,357.34.

11 22. Additionally, Complainant provided emails wherein RESPONDENT wrote "I take full
12 responsibility and will reimburse (sic) as soon as possible." RESPONDENT did not follow through and
13 has not reimbursed Complainant the \$16,357.34.

14 23. On March 5, 2019, the Division sent RESPONDENT a letter advising him of the
15 Complaint against him, that a case has been opened, and provided an affidavit form in which to provide
16 a response, due by March 19, 2019.

17 24. On March 18, 2019, RESPONDENT provided a signed and notarized affidavit.
18 RESPONDENT stated that "the complaint made by Mr. Gumusbasoglu (Complainant) is accurate, except
19 for the 1st paragraph of p. 2 where he declares that I may have been responsible for the losses incurred
20 by the first flood and after the fact permit processes." Additionally, RESPONDENT stated that "I did
21 everything possible to hire proper contractors..." and "at the time of the first flood and subsequent repair
22 work, I had a severe gambling addiction." Additionally, "words cannot explain how terribly ashamed,
23 immensely remorseful and sad I am to have done this." Additionally, RESPONDENT claimed "I have
24 already made a payment to them (Complainant) for \$2,000 in good faith and hope that the division allows
25 me to retain my license until I can make full restitution."

26 25. On March 5, 2019, the Division sent Vandana Chima Bhalla ("Bhalla") of SIGNATURE
27 REAL ESTATE GROUP LLC a letter advising him that a former agent, RESPONDENT, was under
28 investigation.

1 26. On March 22, 2019 Bhalla provided a signed and notarized affidavit to the Division.
2 Bhalla stated that on or about January 25, 2019, RESPONDENT reported to the managing broker of the
3 Green Valley office of SIGNATURE REAL ESTATE GROUP that he had comingled client funds by
4 taking security deposits. RESPONDENT reported to SIGNATURE REAL ESTATE GROUP that he had
5 taken about \$25,000 from a client to pay for repairs and that the money was deposited into his bank
6 account. RESPONDENT reported that he owed the IRS money and the IRS took that money directly
7 from RESPONDENT's bank account. Bhalla stated that he decided to "disassociate" RESPONDENT
8 from the company and told RESPONDENT to self report to the Nevada Real Estate Division no later
9 than the end of February. Bhalla met with Complainant on February 28, 2019. Bhalla stated that
10 Complainant reported that RESPONDENT helped Complainant purchase six properties and helped find
11 tenants for the properties. Shortly after closing on the property at issue, RESPONDENT helped get the
12 unit rented by placing it on the MLS. RESPONDENT charged a fee for the service, but Bhalla reported
13 that those funds did not flow through the brokerage. Bhalla reported that SIGNATURE REAL ESTATE
14 GROUP never managed the property. As to the \$25,000, it never went through the company, but went
15 directly to RESPONDENT's bank account. Additionally, Bhalla reported that Complainant sent
16 RESPONDENT approximately \$500 each year for homeowners' insurance, however there never was any
17 such policy for the property. Bhalla advised that Anson acted outside the scope of his license by practicing
18 property management, the company has its own property management division and in weekly meetings
19 advised employees not to practice property management without a permit. Additionally, employees are
20 specifically told not to take security deposits in their own name.

21 27. On July 8, 2019, The Division issued to RESPONDENT a Cease & Desist Order.

22 28. On July 15, 2019, the Division issued RESPONDENT a letter informing RESPONDENT
23 that the Division has obtained sufficient evident to commence disciplinary action and intends to do so by
24 filing a complaint for a hearing before the Real Estate Commission for six violations of the Nevada
25 Revised Statutes and Nevada Administrative Codes, specifically:

- 26 a. NRS 645.230(1)(b);
- 27 b. NRS 645.630(1)(h);
- 28 c. NRS 645.630(1)(i);

- d. NRS 645.630(1)(f);
- e. NRS 645.633(1)(h) pursuant to NAC 645.605(1); and
- f. NAC 645.650(2).

CONCLUSIONS OF LAW

Based on the foregoing findings of facts by default, the Commission concludes by unanimous vote that RESPONDENT has committed the following violations of law by default:

29. RESPONDENT violated NRS 645.230(1)(b) by managing the property on behalf of the owner to include the facilitating of repairs to the property and the collection of rents and security deposits from tenant without a property management permit.

30. RESPONDENT violated NRS 645.630(1)(h) by accepting funds from the complainant and holding them in his personal bank account. Additionally, the RESPONDENT collected rents and security deposits from the tenant and placed them in a bank account the RESPONDENT controlled.

31. RESPONDENT violated NRS 645.630(1)(i) by accepting funds for the Complainant and holding the funds in a personal bank account. RESPONDENT failed to turn over funds collected from the Complainant and tenant to his broker.

32. RESPONDENT violated NRS 645.630(1)(f) by accepting funds for the Complainant and holding the funds in his personal bank account. The RESPONDENT also collected rents and security deposits from the tenant and failed to remit or account for the funds to the property owner.

33. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(1) by requesting the Complainant transfer \$24,660.00 to him for repairs to the property. The Respondent failed to pay for the all the repairs that were completed but informed the Complainant that he had taken care of the payments.

34. RESPONDENT violated NAC 645.650(2) by failing to submit the management or lease agreement to his broker when he started managing and leasing the property.

ORDER

1. RESPONDENT shall pay the Division a total of \$59,572.08 ("Amount Due"), consisting of a \$55,000.00 fine pursuant to NRS 645.235, NRS 645.630, and NRS 645.633 plus the Division's attorney's fees and costs in the amount of \$4,572.08 pursuant

1 to NRS 622.400. The Amount Due shall be paid to the Division within 90 days of the
2 effective date of this Order.

3 2. Any and all Licenses issued by the Division to RESPONDENT is/are hereby
4 revoked.

5 3. The Division may institute debt collection proceedings for failure to timely pay
6 the Amount Due, including an action to reduce this Order to a judgment. Further, if
7 collection goes through the State of Nevada, then RESPONDENT shall also pay the costs
8 associated with collection.

9 4. The Commission retains jurisdiction for correcting any errors that may have
10 occurred in the drafting and issuance of this document.

11 5. This order shall become effective on the 5th day of November
12 2021.

13 DATED this 6th day of October, 2021.

14
15 REAL ESTATE COMMISSION
16 STATE OF NEVADA

17 By: 
18 President, Nevada Real Estate Commission

19 Submitted by:

20 AARON D. FORD
21 Attorney General

22 By: */s/ Matthew Feeley*

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