

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

FILED

MAY 16 2022

REAL ESTATE COMMISSION  
BY *Emily Patten*

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

Case No. 2021-209

Petitioner,

CHRISTINE DANG  
BS.0145107, LLC

Respondent.

**RESPONDENT'S SUPPLEMENTAL ANSWERS TO COMPLAINT**

Please find herein my Supplemental Answers to the Complaint stating as follows:

Answering paragraphs 1, 2, and 3 of the Complaint, I affirm each allegation therein.

Answering paragraph 4 of the Complaint, I affirm the allegation therein. However, the "Division" received an email from the Complainant, hereinafter referred to as Ms. Tran, requesting the "Division" to drop the Complaint.

Answering paragraph 5 of the Complaint, I deny the allegation contained therein. Lori Smith, Ms. Tran's property manager, evicted the tenant. Ms. Smith failed to appear in Court resulting in the judge ruling in favor of the tenant. Ms. Tran did not file the Complaint against me until almost a year later out of anger. She later requested the Complaint against me dropped.

Answering paragraph 6 of the Complaint, I deny the allegation. I conducted business as Christine Dang. Dang Good Realty Group brokered by EXP Realty was the branding approved by the "Division." The only time you see Dang Good Realty was on the sample forms.

Answering paragraph 7 of the Complaint, I deny the allegation. Ms. Tran hired me to list her property for rent. I disclosed to Ms. Tran that my company did not engage in property management. I recommended Ms. Tran either do it herself or hire a property management company.

Answering paragraph 8 of the Complaint, I affirm the allegation.

Answering paragraph 9 of the Complaint, I can neither affirm or deny the allegation as I am without sufficient knowledge or information to form an opinion as to the complete truth of the allegation therein. However, I did list the property for rent.

Answering paragraph 10 of the Complaint, see my Answer to paragraph 6. The form was created by my previous assistant who worked for me. It was intended to help Ms. Tran manage the property herself by using free software. The software simply pulled the profile name and applied my initials in the space for the landlord in error.

Answering paragraph 11 of the Complaint, I firm the allegation.

Answering paragraph 12 of the Complaint, see my Answer to paragraph 10. Additionally, the lease document was a sample. It was not a valid lease. I did not sign or initial the document.

Answering paragraph 13 of the Complaint, I deny the allegation. I never received any funds.

Answering paragraph 14 of the Complaint, I am without sufficient knowledge or information to form an opinion as to the complete truth of the allegations contained therein. The property was vacant.

Answering paragraph 15 of the Complaint, I am without sufficient knowledge or information to form an opinion as to the complete truth of the allegations contained therein. I did not conduct any repairs. The receipt belonged to the tenant and the tenant left the receipt behind. The date on the receipt is in February.

Answering paragraph 16 of the Complaint, I was simply relaying messages from the tenants about the rents. As far as the fee, the communication has the wrong verbiage. I had a phone conversation with Ms. Tran that if she wanted me to list the property and prepare a lease on her behalf, then I would charge her a fee for doing so. Ms. Tran continued to refer to it as a management fee. I was merely repeating her choice of words. However, in fact, it was not a management fee. In conversation, we discussed that if the tenant signs and pays, then she would instruct the tenant to pay the broker fee for the lease preparation in lieu of the April rent. In doing so, it would make things more convenient, however, this never happened because the tenant did not pay.

Answering paragraph 17 of the Complaint, the "she" being referred to is Ms. Tran, not me. Ms. Tran pays the Republic Services bill. I never collected any payment for Republic Services.

Answering paragraph 18 of the Complaint, I affirm the allegation. Ms. Tran asked me to reach out to the tenants for her since she was unable to get a hold of them. Ms. Tran is usually overseas and there is not much communication due to her nature of work.

Answering paragraph 19 of the Complaint, I affirm the allegation.

Answering paragraph 20 of the Complaint, The tenants were behind on their rent due to Covid. The "she" referred to are the tenants, not me. The tenants [were] behind on "accounting" due to Covid-19. The word "accounting" was a misuse for the word "payments," as in "the tenants were behind in their payments."

Answering paragraph 21 of the Complaint, I affirm the allegation. Ms. Tran would call me late at night due to the time difference in Japan. She mentioned that she was not hearing from the tenants. I told her I would make a call.

Answering paragraph 22 of the Complaint, I deny a portion of the allegation. Ms. Tran did not terminate anything. We did not have an agency relationship after the sale of the property. Ms. Tran was very well aware of that. This is where Ms. Tran assumes and states she thought she could rely on me. She was very clear on not paying for a property manager and wanted me to help her for free since I made a commission on the sale. She would call me after hours, so I considered her a friend after that. I would just guide and help her. I told her she needed to hire and pay a property manager, and that only a licensed real estate agent with a property management permit could handle evictions. I also told her there were Covid mandates in place protecting tenants. However, I do affirm that Ms. Tran did end up hiring Lori Smith as the property manager because Ms. Tran could not handle the stress of managing the property herself.

Answering paragraph 23 of the Complaint, I deny the allegation. This is not accurate due to a typing error. I never received any money. The text was meant to read "I was told that I was supposed to receive payment from the tenant's friend." The message was relayed from the tenant. Those were excuses and lies from the tenant. Ms. Tran also knew that rent was never collected. Ms. Tran mentions that in her email.

Answering paragraph 24 of the Complaint, The Profit & Loss statements were samples. Please refer back to my Answer to paragraph 10.

Answering paragraphs 25 & 26 of the Complaint, I affirm the allegations.

Answering paragraph 27 of the Complaint, I did not make my broker Mr. Walden aware of the transaction involving the Straight Flush Property because there was nothing to make him aware of. The listing was a property for rent "courtesy listing." This is a common practice and was permissible by our company. When my broker did Mr. Walden asked me about the property, I told him it was a courtesy listing. I was too busy to handle the courtesy listing so I referred it to another agent in our office.

Answering paragraph 28 of the Complaint, I affirm the allegation. I told Mr. Walden that Ms. Tran had a property manager and that I never received any funds.

Answering paragraph 29 of the Complaint, I affirm the allegation. I did not inform Mr. Walden about managing the Vista Sandia Property because I was not managing the property.

Answering paragraph 30 of the Complaint, I did receive two reviews, however, I never managed the properties. I sold both of the properties. I did a courtesy listing to offer the property for rent/lease.

Answering paragraph 31 of the Complaint, I deny the allegation. I did not inform the broker about managing the properties because I did not manage the properties.

Answering paragraphs 32, 33, 34, and 35 of the Complaint, I affirm the allegations contained therein.

Answering paragraph 36 of the Complaint, I deny the allegation. This lease draft was not a valid lease. The software glitch error that stamped my name was created by my assistant. Lori Smith, Ms. Tran's property manager, persuaded me to give her the draft knowing it was simply a sample, so she [Ms. Smith] could use it for the numbers. I did not know she would actually use the sample. Additionally, I did tell Ms. Smith that the tenants took possession unlawfully without paying rent.

Answering paragraph 37 of the Complaint, I affirm the allegation. However, once again, this was a software error, it was a sample, and I did not sign the lease.

Answering paragraph 38 of the Complaint, I affirm the allegation. In conversations, this is meant to be a listing/leasing fee, however, it never came to fruition. Ms. Tran was never charged a fee.

In conclusion, I have learned a great deal from this entire experience. I have personally suffered emotionally, mentally, physically, and financially. I will never allow myself to be placed in a situation to act as an interpreter. I will never allow myself to be pressured or bullied to assist a client in any way, even if they are members from my own Vietnamese community; cannot speak English; or live across the world. I apologize if I did anything wrong. My intentions were honorable. I tried to help Jenny Tran in a time of the Covid crisis that was stressful for everyone. I never received any compensation. I never took any money from anyone which is why Ms. Tran wanted to drop the Complaint. I will stick to representing buyers and sellers and not assist anyone with their properties or tenants.

Dated this 14<sup>h</sup> of May 2022.

Respectfully submitted,

Christine Dang