

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Case No. 2022-339

Petitioner,

FILED

vs.

DEC 22 2023

KEA RANA,

REAL ESTATE COMMISSION
BY 

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This matter came on for hearing before the REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA (“Division”) during a regular agenda, beginning on November 8, 2023, (the “Hearing”). RESPONDENT KEA RANA (hereinafter, “RESPONDENT”) appeared with her counsel, Gregory Wilde, Esq. Phil W. Su, Esq., Senior 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”). The Hearing, which had been subject to a stay of proceeding because RESPONDENT filed Chapter 13 bankruptcy in March 2023. The bankruptcy was discharged in July of 2023 and the proceedings were thereafter re-noticed for November hearing.¹

NRED Investigator Rebecca Bruce testified regarding the investigation undertaken by former NRED Investigator Maria Martin, including Investigator Bruce’s review of Investigator Martin’s investigative file, and the other documents filed by the Division in support of its Complaint. Upon motion, the Commission admitted the Division’s documents into evidence. RESPONDENT testified upon her own behalf. After hearing testimony and

¹ RESPONDENT was subject of a separately held joint hearing on Cases No. 2021-264 and 2022-890, which were jointly tried on the November 9, 2023, date. Cases No. 2021-264 and 2022-890 are the subjects of a separately filed Findings of Fact and Conclusions of Law.

1 reviewing the documents presented in this matter and for good cause appearing, the
2 Commission now enters its Findings of Fact, Conclusions of Law, and Order as follows:

3 **JURISDICTION**

4 1. At all relevant times, RESPONDENT was licensed by the Division as a broker
5 (B.0049123.CORP) and held a property management permit (PM.0163622.BKR) issued by
6 the Division and is therefore subject to the jurisdiction of the Division and the Commission,
7 and the provisions of NRS chapter 645 and NAC chapter 645.

8 **FINDINGS OF FACT**

9 The Commission, based upon evidence presented during the Hearing, enters a
10 finding of the following facts by a vote of 4-0, with one abstention:

11 2. At all relevant times, RESPONDENT was licensed by the Division as a broker
12 (B.0049123.CORP) and held a property manager permit (PM.0163622.BKR) from the
13 Division, both of which are in “active” status.

14 3. At all times relevant, the RESPONDENT provided property management
15 services through her company, Vegas Real Estate and Management, located at 10161 Park
16 Run Drive, Suite 150, Las Vegas, Nevada 89145 (“VREM.”)

17 4. At all times relevant, the RESPONDENT provided property management
18 services for Complainants Robert Handal (“Handal”), Ana M. Soto (“Soto”), Junyao Zhang
19 (“Zhang”) and Kai Chin (“Chin”).

20 **Property owned by Complainant Ann M. Soto: 1460 Daybreak Road, Las Vegas**

21 **Nevada 89108**

22 5. On or about October 18, 2008, Eduardo and Ana Maria Soto executed a
23 residential property management agreement with the RESPONDENT K.C. Rana with
24 VREM for their property located at 1460 Daybreak Road in Las Vegas, Nevada 89108.
25 (“Daybreak Road property”).

26 6. The residential property management agreement for the Daybreak Road
27 property commenced on October 18, 2008 and ended on October 31, 2009. (“Daybreak
28 residential property management agreement”).

1 7. According to the property management agreement, the RESPONDENT's
2 monthly management fee was 8%.

3 8. On or about September 15, 2009, the duties owed by a Nevada real estate was
4 executed by the tenant only.

5 9. On or about September 15, 2009, the Sotos and new tenant Maria Ferreira
6 executed a residential lease agreement for the Daybreak Road property. ("Daybreak
7 residential lease agreement").

8 10. The Daybreak residential lease agreement commenced on October 1, 2009 and
9 ended on September 30, 2010.

10 11. According to that agreement, the tenant's monthly rental was \$1,200.00.

11 12. On or about October 4, 2017, a notice of change of terms of rental agreement
12 for the Daybreak property was executed by the tenant, which increased her monthly rental
13 amount from \$1,200.00 to \$1,250.00 with the lease to remain on a month-to-month basis.

14 13. The owner monthly statement from January to June of 2021 ("Daybreak
15 owner monthly statement"), showed that the RESPONDENT had collected a security and
16 cleaning deposit in the amount of \$1,200.00.

17 14. The Daybreak owner monthly statement also showed that the monthly rent
18 for the Daybreak property was \$1,400.00.

19 15. The Daybreak owner monthly statement showed that the RESPONDENT
20 collected a management fee of \$112.00, a late fee was applied in the amount of \$100.00 in
21 May 2021 and the total amount owed for May 2021 was \$1,500.00.

22 16. Pursuant to the Daybreak residential lease agreement, any late monthly
23 rental payments need also to include late fees.

24 17. However, the late monthly rental payments did not include the late fees.

25 18. According to Soto's bank records of deposits for 2022, there were missing lates
26 fees for February 2022, missing total rent amounts and late fees for March 2022, April 2022
27 and May 2022.

1 19. The RESPONDENT failed to communicate with Soto during 2022, despite
2 Soto's numerous attempts to communicate regarding the Daybreak property.

3 20. The RESPONDENT deposited late the rental income for the Daybreak
4 property for seven (7) months in 2020.

5 21. The RESPONDENT deposited late the rental income for the Daybreak
6 property for six (6) months in 2021.

7 22. On or around of July 2021, the RESPONDENT stopped sending owner
8 monthly statements to Soto for the Daybreak property.

9 23. According to the Daybreak property bank statements dated January 14, 2020
10 to May 1, 2022, no deposits were made by the RESPONDENT regarding the Daybreak
11 property.

12 24. On or about May 28, 2022, Soto filed a Complaint with the Division against
13 the RESPONDENT regarding the RESPONDENT's property management of the Daybreak
14 property, including but not limited to missing rental payments, failure to deposit late fees
15 for late rental payments, failure to communicate with Soto regarding the Daybreak
16 property and failure to provide Soto with owner's monthly statements.

17 25. On or about June 2, 2022, the Division properly informed the RESPONDENT
18 that it had opened an investigation against her and requested that the RESPONDENT
19 provide the complete broker's file for the Daybreak property.

20 26. The Division requested that the RESPONDENT provide the broker's file no
21 later than June 17, 2022.

22 27. RESPONDENT failed to provide the broker's file to the Division.

23 28. On or about June 21, 2022, the Division sent a follow up letter to the
24 RESPONDENT regarding the above requested information.

25 29. RESPONDENT failed to respond to the second request for information from
26 the Division.

27 30. On or about July 7, 2022, the RESPONDENT was properly notified by the
28 Division that it was bringing a complaint for disciplinary action before the Commission.

1 **Properties owned by Complainant Junyao Zhang: 126 Grandview, Henderson,**
2 **Nevada 89002, 4265 Fleet Dancer Street, Las Vegas, Nevada 89129 and 6725 Old**
3 **Valley, Las Vegas, Nevada 89149**

3 31. Complainant Zhang owned three properties 126 Grandview in Henderson,
4 Nevada 89002 (“Grandview property”), 4265 Fleet Dancer Street in Las Vegas, Nevada
5 89129 (“Fleet Dancer property”) and 6725 Old Valley in Las Vegas, Nevada 89149 (“Old
6 Valley property.”)

7 32. These properties were managed by the RESPONDENT.

8 33. On or about July 23, 2015, a residential lease agreement was executed
9 between the Xin Wang and tenant Luis Dominguez for the Grandview property for a
10 monthly rental amount of \$1,195.00. (“Grandview residential lease agreement”)

11 34. Mr. Wang was Zhang’s ex-husband, and he was improperly listed as the owner
12 of the Grandview property.

13 35. The commencement date of the Grandview residential lease agreement was
14 August 1, 2015 and the ending date was August 31, 2016.

15 36. According to the Dominguez’ Chase bank statement, dated December 2020 to
16 January 2021, he made a rental payment in the amount of \$1,200.00 to RESPONDENT’s
17 Vegas Real Estate on January 4, 2021.

18 37. According to Dominguez’ bank statements, he paid the monthly rental
19 payments on the Grandview property for March, June and July of 2021 to the
20 RESPONDENT, however the RESPONDENT did not deposit these payments into Zhang’s
21 accounts.

22 38. According to Zhang’s owner statements dated January 1, 2021 to December 1,
23 2021, the RESPONDENT did not deposit rental payments from March 2021 to June 2021
24 for the Grandview property.

25 39. Despite the tenant making timely monthly rental payments, the
26 REPONDENT told Zhang that the tenant did not pay rents from March 2021 to June 2021.

27 40. Based on this false information, Zhang asked the RESPONDENT to initiate
28 eviction proceedings against the tenant.

1 41. On or about June 24, 2021, Zhang asked for an update from the
2 RESPONDENT on the eviction process of the tenants.

3 42. On or about June 24, 2021, RESPONDENT told Zhang via a text message that
4 she was at the Constable's office and that the eviction paperwork for the Grandview
5 property was filed.

6 43. The RESPONDENT told Zhang that the tenants had until the 22nd of July to
7 pay all the monies in the arrears and that if they failed to do so, she will proceed with the
8 lockdown of the properties.

9 44. On numerous occasions, Zhang asked the RESPONDENT to provide her with
10 copies of all rental statements made for her properties, along with the corresponding bank
11 statements and updates on the eviction process.

12 45. RESPONDENT kept stalling the production of these documents and she never
13 produced them to Zhang.

14 46. Instead of producing the requested documents by Zhang, in July of 2021, the
15 RESPONDENT told Zhang that she had set up a repayment plan for the past due rent for
16 the Grandview property.

17 47. Zhang did not receive any rental income for January 2021 to June 2021 for
18 the Grandview property from the RESPONDENT.

19 48. In July 2021, Zhang finally received for the first time in six (6) months the
20 rent for the Grandview property.

21 49. On or about October 1, 2021, a notice of change of terms of rental agreement
22 for the tenant Dominguez was executed for the Grandview property, stating that the
23 monthly rental amount will increase from \$1,175.00 to \$1,500.00.

24 50. The notice of change of terms was executed by the tenant Dominquez and the
25 RESPONDENT.

26 51. According to the Grandview property residential lease agreement, the
27 monthly rental amount was \$1,195.00.

28

1 52. In October 2021, Zhang received extra payment of rent in the amounts of
2 \$105.00 and \$605.00 without any explanation by the RESPONDENT about the nature and
3 the reason for these extra rent amounts.

4 53. Subsequently in October and December of 2021, the RESPONDENT waived
5 her property management fees.

6 54. The property management fees for the Grandview property were \$87.15, for
7 the Old Valley property were \$91.00 and for Dancer Fleet were \$73.50.

8 55. Starting January 2022 to May 2022, Zhang began to receive payments in the
9 amount of \$500.00 for the past due rental payments from the RESPONDENT.

10 56. According to the income statement for the Grandview property dated March
11 1, 2022 to March 31, 2022, the rental income amount showed at \$2,000.00, although the
12 rental income for this property was listed at \$1,500.00.

13 57. According to the income statement for the Grandview property, dated April 1,
14 2022, to April 30, 2022, the rental income for the Grandview property was \$2,000.00.

15 58. On or about March 25, 2022, the RESPONDENT sent an email to Zhang
16 stating that her March management fee for Fleet Dancer was \$39.00 and “call it even up
17 the April 30 with \$40.”

18 59. The regular monthly property management fee for the Fleet Dancer property
19 was \$73.50.

20 60. RESPONDENT’s property management fee for the Grandview property was
21 \$112.00 after the increase of the monthly rental amount, however she charged \$140.00.

22 61. RESPONDENT had taken her management fees for all three properties from
23 the Grandview property.

24 62. On or about May 12, 2022, Zhang hired Sara Alexander with The Realty
25 Boutique, to manage her properties.

26 63. Upon hiring Alexander as the property manager, Zhang learned that the
27 RESPONDENT has been dishonest about the rental payments from the tenant at the
28 Grandview property and that the tenant has been paying the rent on time for two (2) years.

1 64. On or about June 2, 2022, the Division properly informed the RESPONDENT
2 that it had opened an investigation against her and requested that the RESPONDENT
3 provide the complete broker's file for the Grandview property.

4 65. The Division requested that the RESPONDENT provide the broker's file no
5 later than June 17, 2022.

6 66. RESPONDENT failed to provide the broker's file to the Division.

7 67. On or about June 21, 2022, the Division sent a follow up letter to the
8 RESPONDENT regarding the above requested information.

9 68. RESPONDENT failed to respond to the second request for information from
10 the Division.

11 69. On or about July 7, 2022, the RESPONDENT was properly notified by the
12 Division that it was bringing a complaint for disciplinary action before the Commission.

13 **Properties owned by Complainant Robert Handal: 4809 Fiesta Lakes Street, Las**
14 **Vegas, Nevada 89130, 885 Apache Lane, Las Vegas, Nevada 89110, 3720 Progress**
15 **Circle, Las Vegas, Nevada 89108, 3009 Anchor Chain Drive, Las Vegas, Nevada**
16 **89128 and 2829 Summer Lake Drive, Las Vegas, Nevada 89128.**

17 70. In 2020, Handal purchased 4809 Fiesta Lakes Street, Las Vegas, Nevada
18 89130 ("Fiesta property"), 885 Apache Lane, Las Vegas, Nevada 89110 ("Apache Lane
19 property"), 3720 Progress Circle, Las Vegas, Nevada 89108 ("Progress Circle property"),
20 3009 Anchor Chain Drive, Las Vegas, Nevada 89128 ("Anchor Chain property") and 2829
21 Summer Lake Drive, Las Vegas, Nevada 89128 ("Summer Lake property"), as investment
22 properties.

23 71. Handal hired the RESPONDENT to manage the Fiesta, Apache Lane,
24 Progress Circle and Anchor Chain properties.

25 72. At all times relevant, Handal resided at the Summer Lake property, until the
26 property was sold in 2022.

27 73. On or about May 16, 2022, the Division received a Complaint from Handal
28 regarding RESPONDENT's property management of the above properties and the sale of
the Summer Lake property, including but not limited to the RESPONDENT's renting the

1 properties below market rental value, not depositing the rents for these properties in
2 Handal's account after she had collected them from tenants, and listing the Summer Lake
3 property below market value and settling it to investors.

4 **4809 Fiesta Lakes Street, Las Vegas Nevada 89130**

5 74. In 2021, Handal informed the RESPONDENT that the rental comps for a
6 property like Fiesta Lakes was \$1,980.00.

7 75. At that time, the rent for the Fiesta Lakes property was \$1,100.00.

8 76. Handal told the RESPONDENT, that the rent was again too low,
9 RESPONDENT increased the rent to \$1,350.00.

10 77. On or about January 1, 2022, a notice of change of terms of rental agreement
11 was executed for the Fiesta Lakes property, which increased the rent from \$1,200.00 to
12 \$1,550.00 per month.

13 78. On or about January of 2022, Handal informed the RESPONDENT that he
14 was going to self-manage the Fiesta Lakes property and that he found a tenant willing to
15 pay \$2,000.00.

16 79. In March of 2022, the RESPONDENT without the permission of Handal,
17 modified the rental amount to \$1,550.00 in residential lease agreement for the property.

18 80. The increase of the rent was to commence on March 1, 2022.

19 81. RESPONDENT told Handal that he could not take over the lease as the
20 modified residential lease agreement was executed.

21 82. Even though the tenant at the property paid the rental amount early and on
22 time, Handal did not received rental income for this property for at least six (6) months.

23 83. On or about February 22, 2022, the RESPONDENT admitted that she owed
24 \$16,461.00 in rental income for the Fiesta Lakes and Apache Lane properties, which she
25 would pay back.

26 84. In that same correspondence, the RESPONDENT offered a payment plan.

27 85. In that correspondence, the RESPONDENT also admitted that there were
28 eight (8) missing rental payments that she failed to deposit for the Fiesta Lakes property.

1 86. To date, RESPONDENT has not given any rental income from this property
2 to Handal for at least six (6) months.

3 **885 Apache Lane, Las Vegas, Nevada 89110**

4 87. On or about January 1, 2022, a notice of change of terms of rental agreement
5 was executed by the tenants at the Apache Lane property and the RESPONDENT which
6 increased the monthly rent from \$1,175.00 to \$1,550.00.

7 88. The newly increased rental amount was to become effective on March 1, 2022.

8 89. Despite receiving timely monthly rental payments from the tenants, the
9 RESPONDENT failed to give such payments to Handal.

10 90. On or about February 22, 2022, the RESPONDENT admitted in an email to
11 Handal that she had five (5) missing payments for the Apache Lane property.

12 91. Similar to Fiesta Lakes, the RESPONDENT offered a repayment plan to
13 Handal.

14 92. On or about March 7, 2022, RESPONDENT admitted that she owed Handal
15 rental payments for the Fiesta Lakes and Apache Lane properties.

16 93. On or about March 21, 2022, RESPONDENT admitted again in an email that
17 she owed Handal \$16,461.00 for the Fiesta Lakes and Apache Lane properties.

18 94. She also agreed to pay the late fees and to pay \$1,000.00 extra per month “for
19 starters.”

20 95. She claimed that she was in a “bad financial predicament” and that she was
21 obtaining an equity line of credit so that she could pay a lump sum to Handal.

22 96. To date, the RESPONDENT has failed to repay Handal the back rent for the
23 Apache Lane property.

24 **Summer Lake Drive, Las Vegas Nevada 89128**

25 97. The Summer Lake Drive property was Handal’s primary resident for nearly
26 20 years, until he decided to sell it.

27 98. According to Zillow, the market value for the property was at \$999,000.00.
28

1 99. Handal's commercial broker offered to sell the home for over \$1,000,000.00
2 with 2% commission.

3 100. RESPONDENT offered to sell the Summer Lake property without collecting
4 commission as a good faith effort to resolve her delinquencies in not making the rental
5 payments for the above properties on time to Handal.

6 101. Handal accepted the RESPONDENT's proposal.

7 102. Handal specifically instructed the RESPONDENT that he did not want the
8 property to be sold to investors and he wanted it to go to a family.

9 103. Within a couple of weeks of listing the property the RESPONDENT pushed
10 for the sale of the property for \$925,000.00 to an investor.

11 104. The RESPONDENT misrepresented to Handal that she found a family who
12 wanted to buy the property for \$925,000.00.

13 105. Although Handal accepted the offer, prior to the close of escrow he learned
14 that there were other buyers who wanted to make offers to buy the house but were turned
15 down by the RESPONDENT.

16 106. On or about December 21, 2021, Howard Kane, a potential buyer submitted
17 proof of funds to purchase the property at \$950,000.00.

18 107. On or about January 28, 2022, Mr. Kane notified Handal that he was
19 submitting an offer to purchase the property for \$950,000.00.

20 108. On or about January 30, 2022, a residential purchase agreement was executed
21 between Mr. Kane and Handal for the purchase price of \$950,000.00.

22 109. On that same date, Handal forwarded the residential purchase agreement to
23 the RESPONDENT, who told Handal that he would be sued by "the family" if he did not
24 follow through with the agreement.

25 110. Soon after the sale of the property to "the family," Handal learned from his
26 former neighbors that the house was bought by an investor and that it was put up for rent
27 for \$6,000.00 per month.

28 111. Again, the RESPONDENT was dishonest with Handal.

3720 Progress Circle, Las Vegas, Nevada 89108,

112. The RESPONDENT did not give rental payments to Handal for the Progress Circle property for two (2) years.

113. RESPONDENT told Handal that the tenants were not making the rental payments, and they have applied for the rental assistance program.

114. Between August 11, 2021 to August 14, 2021, Handal communicated with the RESPONDENT and asked for updates regarding the eviction process of the tenants.

115. At least six (6) times since January of 2022, Handal requested from the RESPONDENT to provide the monthly rent breakdowns for his properties.

116. The RESPONDENT did not provide any of the requested information.

117. The RESPONDENT has not paid the back rent owed for the Progress Circle property.

118. On or about April 27, 2022, Handal informed the RESPONDENT that she owed at least \$30,000.00 in back rent for the property.

119. On or about May 20, 2022, the Division properly notified RESPONDENT that it was opening an investigation against her based on the complaint received, requested a response, and requested the complete broker's files for the Fiesta Lakes, Apache Lane, Progress Circle, Anchor Chain and Summer Lake properties along with explanations regarding the RESPONDENT's accounts ending in 2953 and 2955. ("Requested Documents")

120. Regarding RESPONDENT's account ending in 2953, the Division asked that the RESPONDENT provided information regarding:

- a. An online transfer of \$1,900.00 on December 1, 2021;
- b. The \$16,435.60 one time withdrawal on December 6, 2021;
- c. An online transfer of \$400.00 on December 1, 2021;
- d. Recurring transfers to K.C. Rana, Inc. on December 15, 2021;
- e. The payment of the check #1015 in the amount of \$10,620.00, including to whom the check was made payable and the reason for the payment;
- f. An online transfer of \$2,300.00 on December 29, 2021; and

1 g. Her check register which does not identify payees or properties for rents
2 collected and/or rents paid.

3 121. Regarding RESPONDENT's account ending in 2955, the Division asked that
4 the RESPONDENT provided information regarding:

- 5 a. Check #1358 in the amount of \$5,985.87 on December 3, 2021, including
6 to whom the check was made payable and the reason for the payment;
7 b. Check #1366 in the amount of \$4,342.76 on December 8, 2021, including
8 to whom the check was made payable and the reason for the payment;
9 and
c. Check #1361 in the amount of \$11,112.16 on December 22, 2021,
including to whom the check was made payable and the reason for the
payment.

10 122. RESPONDENT failed to provide the Requested Documents to the Division by
11 the due date of June 7, 2022.

12 123. On June 21, 2022, the Division sent a follow up correspondence to the
13 RESPONDENT requesting the same information.

14 124. RESPONDENT did not respond to the Division's follow up request for
15 documents.

16 125. On or about July 7, 2022, the RESPONDENT was properly notified by the
17 Division that it was bringing a complaint for disciplinary action before the Commission.

18 **Properties owned by Complainant Kai Chin 11161 Abbeyfield Rose, Henderson**
19 **Nevada 89052, 11187 African Sunset, Henderson Nevada 89052, 7529 Flat Rock,**
20 **Las Vegas Nevada 89131, 6067 Alachua, Las Vegas Nevada 89011, and 9219**
Hollander, Las Vegas Nevada 89148.

21 126. The RESPONDENT was the property manager for the 11161 Abbeyfield Rose,
22 Henderson Nevada 89052 ("Abbeyfield property"), 11187 African Sunset, Henderson
23 Nevada 89052 ("African Sunset property"), 7529 Flat Rock, Las Vegas Nevada 89131 ("Flat
24 Rock property"), 6067 Alachua, Las Vegas Nevada 89011 ("Alachua property"), and 9219
25 Hollander, Las Vegas Nevada 89148 ("Hollander").

26 127. On or about January 31, 2022, the RESPONDENT admitted that she owed
27 Chin back rent on four of his properties for October and November.

1 128. On or about February 11, 2022, Chin emailed the RESPONDENT that he had
2 not received the back rent for these four properties and that he had not received the 1099.

3 129. On or about March 3, 2022, Chin sent another email to RESPONDENT that
4 he still had not received the back rent owed by the RESPONDENT.

5 130. On March 3, 2022, the RESPONDENT notified Chin that she was getting a
6 loan on her home “to catch up.”

7 131. RESPONDENT also asked Chin for some time “to wrap things up.”

8 132. On or about March 6, 2022, the RESPONDENT told Chin that she would have
9 everything settled by the end of March.

10 133. On or about March 11, 2022, the RESPONDENT told Chin that she was
11 signing her home loan on Tuesday and closing the loan the next week.

12 134. On or about March 30, 2022, the RESPONDENT told Chin that she was
13 waiting for financing of her loan.

14 135. On or about April 1, 2022, the RESPONDENT told Chin that she had mailed
15 the rents for the Alachua and Abbeyfield properties last night.

16 136. In that same correspondence, she also stated that she would send the funds
17 for the other two properties once her loan is funded.

18 137. On or about April 28, 2022, the RESPONDENT told Chin that she was
19 planning on sending the other two payments that week.

20 138. RESPONDENT asked Chin “to give her a chance to correct everything.”

21 139. To date, the RESPONDENT has not corrected anything.

22 140. On or about June 8, 2022, the Division properly notified RESPONDENT that
23 it was opening an investigation against her based on the complaint received, requested a
24 response, and the complete broker’s files for the Abbeyfield, African Sunset, Flat Rock,
25 Alachua, and the Hollander properties.

26 141. RESPONDENT was given until June 17, 2022, to provide the requested
27 documents.

28 142. RESPONDENT did not provide the requested documents.

1 failing to provide written responses including supporting documentation to the Division
2 regarding the numerous complaints against her.

3 7. RESPONDENT violated NAC 645.655 by failing to produce documents upon
4 the request by the Division, including documents which a broker shall keep for at least five
5 (5) years after the date of the closing or the last activity involving the property, such as
6 complete real estate transactions files and property management agreements.

7 **ORDER**

8 Based on the foregoing findings of facts and conclusions of law, the Commission
9 hereby orders, by a vote of 3-1, with one abstention, the following:

10 1. RESPONDENT shall pay the Division a total of \$80,503.39 (“Amount
11 Due”), consisting of \$70,000.00 in fines and the Division’s costs and pre-hearing attorney’s
12 fees in the amount of \$10,503.39. The Amount Due shall be paid to the Division within 30
13 days of the effective date of this Order.

14 2. If the Amount Due is not actually received by the Division on or before its
15 due date, it shall constitute a default by RESPONDENT. In the event of default, the unpaid
16 balance of the administrative fine and costs, together with any attorney’s fees and costs
17 that may have been assessed, shall be due in full to the Division within ten calendar days
18 of the date of default, and the Division may obtain a judgment for the amount owed,
19 including collection fees and costs.

20 3. All of RESPONDENT’s licenses, permits, and certificates issued by the
21 Division are hereby revoked.

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

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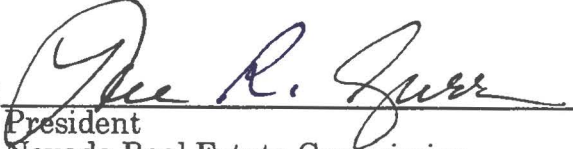
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5. This order shall become effective on the 22nd day of January, 2024.

DATED this 22nd day of December, 2023

REAL ESTATE COMMISSION
STATE OF NEVADA

By: 
President
Nevada Real Estate Commission

Submitted by:
AARON D. FORD
Attorney General

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