

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 AHMAD SHARIF-YAZDI,

10 Respondent.

Case No. 2020-478

FILED

MAR 13 2023

REAL ESTATE COMMISSION

BY *Kelly Valadez*

11 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

12 This matter came on for hearing before the Real Estate Commission, Department of Business and
13 Industry, State of Nevada (the "Commission"), during a regular agenda set for a three-day stack
14 commencing February 21, 2023 (the "Hearing"). RESPONDENT Ahmad Sharif-Yazdi
15 ("RESPONDENT") appeared on his own behalf. Louis V. Csoka, Esq., Deputy Attorney General with
16 the Nevada Attorney General's Office, appeared on behalf of the Real Estate Division of the Department
17 of Business and Industry, State of Nevada (the "Division"). After hearing testimony presented in this
18 matter and for good cause appearing, the Commission now enters its Findings of Fact, Conclusions of
19 Law, and Order against RESPONDENT as follows:

20 **JURISDICTION**

21 RESPONDENT was at all relevant times mentioned in this Complaint licensed as a Broker, under
22 license number B.0001241.LLC, and as a Property Manager, under permit number PM.0163138.BKR,
23 and is therefore subject to the jurisdiction of the Division and the Commission, and the provisions of
24 NRS chapter 645 and NAC chapter 645.

25 **FACTUAL ALLEGATIONS**

26 1. On February 23, 2016, RESPONDENT entered into a Residential Property Management
27 Agreement (the "Management Agreement") with Nataut Teeraparb Wong (the "Landlord").
28

1 2. Under the Management Agreement, RESPONDENT, among other things, agreed to act
2 as property manager for the real property, located at 5444 Avent Ferry Street, Las Vegas, Nevada 89148
3 (the "Property").¹

4 3. On October 18, 2018, the Landlord entered into a Residential Lease Agreement (the
5 "Lease") with Jenna Campbell and Michael Campbell (each a "Tenant" and, collectively, the "Tenants")
6 for the Property.

7 4. Under the Lease, the Tenants leased the Property from November 1, 2018, through
8 October 31, 2019, for a monthly rent of \$ 1835.00.

9 5. At all times relevant to this Complaint, RESPONDENT acted as property manager for the
10 Property.

11 6. The Lease was then extended through March 31, 2020, with the Tenants ultimately
12 moving out on April 4, 2020.

13 7. Pursuant to the Lease, the Tenants had provided to RESPONDENT a security deposit for
14 the Property (the "Security Deposit") in the amount of \$ 1,800.00.

15 8. After Tenants had moved out, RESPONDENT only refunded \$ 836.00 from that Security
16 Deposit to Tenants.

17 9. When the Tenants asked that more of their Security Deposit be refunded to them,
18 RESPONDENT refused to provide any additional refunds.

19 10. On May 29, 2020, Tenant Jenna Campbell (the "Complainant") filed a Complaint with
20 the Division, relative to RESPONDENT's refusal to provide a more complete refund of the remaining
21 Security Deposit.

22 11. In her Complaint, Complainant alleged that RESPONDENT deducted certain monies
23 from her Security Deposit, without proper documentation and/or justification.

24 12. In particular, the Lease makes clear that "normal wear and tear" under the Lease would
25 not be charged to the tenant.²

26
27 ¹ Pursuant to the Management Agreement, RESPONDENT is entitled to compensation, based, in part, on gross
collected rents from Tenant.

28 ² In disallowing charges for "normal wear and tear," the Lease is consistent with statute, in particular, NRS
118A.242(4) and NRS 118A.240, which also disallows charges for the same.

