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**BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA**

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

Case No. 2022-100

Petitioner,

**FILED**

vs.

MAY 05 2023

WAYNE TANG,  
(S.0172416, PM.0165609)

REAL ESTATE COMMISSION

Respondent.

BY Kelley Valadez

**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 a three-day stack commencing May 2, 2023 (the "Hearing"). RESPONDENT Wayne Tang ("RESPONDENT") appeared on his own behalf. Christal Park Keegan, 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"). 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 against RESPONDENT as follows:

**JURISDICTION**

RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a Salesperson under license number S.0172416, and Property Manager under permit number PM.0165609. RESPONDENT is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

**FINDINGS OF FACT**

The Commission, based on the evidence presented during the Hearing and the vote that carried, enters the finding of the following facts:

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3 At all times relevant to this Complaint, RESPONDENT was the buyer's agent for the real  
4 property located at 4909 El Este Lane, North Las Vegas, Nevada (the "Property"). *NRED 000018 –*  
5 *000027.*

6 On or about January 26, 2022, RESPONDENT presented a Residential Purchase Agreement  
7 ("RPA") for the buyer on the Property. *NRED 000018 – 000027.*

8 The RPA's financial terms and conditions provided for a \$10,000 deposit earnest money deposit  
9 ("EMD") wired into open escrow. *NRED 000018.*

10 On February 10, 2022, the buyer emailed RESPONDENT that she had reservations about  
11 moving forward with purchasing the Property. *NRED 000054.*

12 To keep his buyer in the deal, RESPONDENT emailed his buyer an Agreement between  
13 RESPONDENT and his buyer regarding the Property ("Agreement"). *NRED 000055 – 000056.*

14 The Agreement's terms provided RESPONDENT would lend all the money and fees for his  
15 buyer to purchase the Property, and in return, RESPONDENT would purchase the Property at the  
16 original purchased price within three months after closing. *NRED 000056.*

17 There is no evidence the buyer agreed to the Agreement. *NRED 000056.*

18 Yet, on February 11, 2022, RESPONDENT transferred the EMD amount directly to his buyer  
19 without authorization. *NRED 000059 – 000060.*

20 On the same day, following RESPONDENT's transfer of the unauthorized EMD,  
21 RESPONDENT changed his mind, and emailed his buyer that he decided not to buy the Property  
22 through her because he did not trust her. *NRED 000059 – 000060.*

23 In the February 11, 2022 email, RESPONDENT acknowledged his buyer hoped  
24 RESPONDENT would get his commission, and his response to that was: "I don't give a shit about  
25 commission or you going to pay me." *NRED 000059 – 000060.*

26 RESPONDENT knew his buyer didn't want to proceed with the purchase of the Property.  
27 *NRED 000059 – 000060.*

28 As such, RESPONDENT requested his buyer return his unauthorized EMD wired funds back to  
him, and in return RESPONDENT would provide buyer with the requested cancellation instructions for  
the Property. *NRED 000059.*

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4 On February 11, 2022, not RESPONDENT himself, but RESPONDENT'S Broker  
5 ("Complainant"), successfully obtained cancelation of the purchase for the property. *NRED 000014.*

6 RESPONDENT was terminated from the brokerage that same day. *NRED 000064 – 000069.*

7 Upon Complainant's review of RESPONDENT'S Property transaction file, she discovered  
8 documents were not included in the file that should have been included in RESPONDENT'S file.  
9 *NRED 000011.*

10 There is no evidence that a Duties Owed was ever presented. *NRED 000011.*

### 11 **CONCLUSIONS OF LAW**

12 Whereas the Commission found that the Division proved by a preponderance of the evidence  
13 the foregoing findings of fact, and concludes by unanimous vote that the RESPONDENT committed  
14 the following violations of law, as presented in the Complaint:

15 1. RESPONDENT violated NAC 645.650(2) for failing to timely provide his broker with  
16 the paperwork related to the transaction.

17 2. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(4) for failing to  
18 disclose, in writing, his interest or contemplated interest in the Property.

19 3. RESPONDENT violated NRS 645.633(1)(i) for engaging in deceitful, fraudulent and/or  
20 dishonest dealings by attempting to get a potential buyer to make a loan and purchase the above-  
21 mentioned property for him.

22 4. RESPONDENT violated NRS 645.252(2) by failing to exercise reasonable skill and care  
23 with all parties when he wired the EMD to his buyer.

24 5. RESPONDENT violated NRS 645.252(3) by failing to provide the Duties Owed to his  
25 client.

### 26 **ORDER**

27 The Commission, being fully apprised in the premises, and good cause appearing to the  
28 Commission, by unanimous vote, ORDERS as follows:

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3 1. RESPONDENT shall pay an administrative fine to the Division in the total amount of  
4 \$28,496.34 ("Amount Due"), which includes a fine of \$25,000 for violations of law and \$3,496.34 for  
5 the Division's costs and attorney's fees, within six (6) months from the effective date of this Order.

6 2. RESPONDENT further shall complete a total of 18 hours of live, continuing education  
7 in the relevant areas of six (6) hours of agency, six (6) hours of ethics, (3) hours of law and legislation,  
8 and three (3) hours in contracts, which shall not be counted towards his license renewal requirements.  
9 RESPONDENT shall complete the education set forth herein within 90 days from the date of the Order.

10 3. If the Amount Due is not received by the Division on or before its due date, it shall be a  
11 default by the RESPONDENT. In the event of default, any licenses held by RESPONDENT from the  
12 Division shall be immediately suspended, and the unpaid balance of the administrative fine and costs,  
13 together with any attorney's fees and costs that may have been assessed, shall be due in full to the  
14 Division within ten (10) calendar days of the date of default, and the Division may obtain a judgment  
15 for the amount owed, including collection fees and costs.

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

18 5. This Order shall become effective on the 5<sup>th</sup> day of June, 2023.

19 Dated this 5<sup>th</sup> day of May, 2023

20 NEVADA REAL ESTATE COMMISSION

21 By: David Tonia  
22 Vice President, Nevada Real Estate Commission

23 Dated this 4<sup>th</sup> day of May, 2023

24 AARON D. FORD  
25 Attorney General

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27 CHRISTAL P. KEEGAN (Bar No. 12725)  
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*Attorneys for Real Estate Division*