

1 BEFORE THE REAL ESTATE COMMISSION

2 STATE OF NEVADA

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

Case No. 2020-478

FILED

JAN 10 2023

REAL ESTATE COMMISSION

BY Kelley Valadez

6 Petitioner,

7 vs.

8 AHMAD SHARIF-YAZDI,

9 Respondent.

10 **COMPLAINT AND NOTICE OF HEARING**

11 The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND
12 INDUSTRY OF THE STATE OF NEVADA ("Division") hereby notifies RESPONDENT
13 AHMAD SHARIF-YAZDI ("RESPONDENT") of an administrative hearing before the
14 STATE OF NEVADA REAL ESTATE COMMISSION ("Commission"). The hearing will be
15 held pursuant to Chapters 233B and Chapter 645 of the Nevada Revised Statutes ("NRS")
16 and Chapter 645 of the Nevada Administrative Code ("NAC"). The purpose of the hearing
17 is to consider the allegations stated below and to determine if the RESPONDENT should
18 be subject to an administrative penalty as set forth in NRS 645.633 and/or NRS 645.630
19 and/or NRS 622.400, and the discipline to be imposed, if violations of law are proven.

20 **JURISDICTION**

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

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1 **FACTUAL ALLEGATIONS**

2 1. On February 23, 2016, RESPONDENT entered into a Residential Property
3 Management Agreement (the "Management Agreement") with Nataut Teeraparbong (the
4 "Landlord"). [000123-134]

5 2. Under the Management Agreement, RESPONDENT, among other things,
6 agreed to act as property manager for the real property, located at 5444 Avent Ferry Street,
7 Las Vegas, Nevada 89148 (the "Property").¹ [000134]

8 3. On October 18, 2018, the Landlord entered into a Residential Lease
9 Agreement (the "Lease") with Jenna Campbell and Michael Campbell (each a "Tenant" and,
10 collectively, the "Tenants") for the Property. [000003-20; 000037-49]

11 4. Under the Lease, the Tenants leased the Property from November 1, 2018,
12 through October 31, 2019, for a monthly rent of \$ 1835.00. [000003-20]

13 5. At all times relevant to this Complaint, RESPONDENT acted as property
14 manager for the Property. [000123-134; 000087-91; 000122]

15 6. The Lease was then extended through March 31, 2020, with the Tenants
16 ultimately moving out on April 4, 2020. [000005-7]

17 7. Pursuant to the Lease, the Tenants had provided to RESPONDENT a security
18 deposit for the Property (the "Security Deposit") in the amount of \$ 1,800.00. [000022]

19 8. After Tenants had moved out, RESPONDENT only refunded \$ 836.00 from
20 that Security Deposit to Tenants. [000021-22; 000059]

21 9. When the Tenants asked that more of their Security Deposit be refunded to
22 them, RESPONDENT refused to provide any additional refunds. [000022]

23 10. On May 29, 2020, Tenant Jenna Campbell (the "Complainant") filed a
24 Complaint with the Division, relative to RESPONDENT's refusal to provide a more
25 complete refund of the remaining Security Deposit. [000005-7; 000034-36]

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28 ¹ Pursuant to the Management Agreement, RESPONDENT is entitled to compensation, based, in part, on gross collected rents from Tenant. [000124]

1 11. In her Complaint, Complainant alleged that RESPONDENT deducted certain
2 monies from her Security Deposit, without proper documentation and/or justification.
3 **[000005; 000007; 000024; 000062]**

4 12. In particular, the Lease makes clear that “normal wear and tear” under the
5 Lease would not be charged to the tenant.² **[000003-20]**

6 13. RESPONDENT charged Tenants the following *normal wear and tear* items:

- 7 • \$60.00 for refrigerator repair, with RESPONDENT failing to provide
8 documentation to the Complainant or to the Division that such repair had been
9 performed in the first place, and comprising a repair that should have been
10 treated as “normal wear and tear” in any event. **[000022; 000060; cf. 000003-
11 20]**
- 12 • \$40.00 for air conditioning filter replacement and filter door clip replacement,
13 with RESPONDENT failing to provide documentation to Complainant or the
14 Division as to the latter of these two repairs, and comprising a repair that
15 should have been treated as “normal wear and tear” in any event. **[000022;
16 000060; 000121; cf. 000003-20]**
- 17 • \$60.00 for garage door sensor repair, as this should have been treated as
18 “normal wear and tear” in any event. **[000022; 000060; 000119; cf. 000003-20]**

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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.

1 14. RESPONDENT charged Tenants the following but failed to provide full
2 justification for the entirety of such expenses:

- 3 • \$350.00 for “weed removal” and “general cleaning,” with Tenant’s
4 contemporaneous photographs, taken at the time that Tenants had vacated the
5 Property, clearly showing that the Property was generally well maintained and
6 did not require such extensive servicing whatsoever.³ [000117; 000022;
7 000060; cf. 000063-81; 000292-309]
- 8 • \$160.00 for “air conditioning service,” with no clear evidence that Tenant has
9 caused such damage to the air conditioner in the first place.⁴ [000060; 000120;
10 cf. 000003-20; 000120]

11 15. Respondent was sent a Notice of Violation on January 7, 2021. The fine was
12 due February 08, 2021. Respondent sent an email on February 6, 2021, in which he
13 appealed the fine.

14 VIOLATIONS

15 1. RESPONDENT violated NRS 645.630(1)(h), pursuant to NAC 645.605(6), by
16 failing to deal fairly with all parties to a real estate transaction, specifically, by deducting
17 expenses from the Security Deposit that should have been borne by the Landlord under the
18 Lease.

19 DISCIPLINE AUTHORIZED

20 Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to
21 impose an administrative fine of up to \$10,000 per violation against RESPONDENT and
22 further to suspend, revoke or place conditions on the license of RESPONDENT. The
23 Commission may impose any combination of those actions.

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25 ³ Although some of the digital image files that RESPONDENT provided during the Division’s investigation
26 do show small weeds, at certain portions of the Property, in several areas such weeds appear to be dead.
27 Additionally, while the Lease makes landscape maintenance and general cleaning the responsibility of the
28 Tenant, the Tenant does have some leeway with anything being “reasonable wear and tear,” as well as not
being subject to excessive charges.

⁴ Although some of the digital image files that RESPONDENT provided during the Division’s investigation
do show a few larger weeds, adjacent to the exterior of the air conditioning unit, such weeds appear to be
dead and only leaning on the exterior of the unit.

1 Additionally, under NRS Chapter 622, the Commission is authorized to impose costs
2 of the proceeding upon RESPONDENT, including investigative costs and attorney’s fees, if
3 the Commission otherwise imposes discipline on RESPONDENT.

4 Therefore, the Division requests that the Commission take such disciplinary action
5 as it deems appropriate under the circumstances.

6 **NOTICE OF HEARING**

7 **PLEASE TAKE NOTICE**, that a disciplinary hearing has been set to consider the
8 administrative Complaint against the above-named Respondent in accordance with
9 Chapters 233B and 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada
10 Administrative Code.

11 **THE HEARING WILL TAKE PLACE on February 21, 2023, commencing at**
12 **9:00 a.m., or as soon thereafter as the Commission is able to hear the matter, and**
13 **each day thereafter commencing at 9:00 a.m. through February 23, 2023, or**
14 **earlier if the business of the Commission is concluded. The Commission meeting**
15 **will be held on February 21, 2023, at the Nevada State Business Center, 3300 West**
16 **Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102. The meeting**
17 **will continue on February 22, 2023, at the Nevada State Business Center, 3300**
18 **West Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102,**
19 **commencing at 9:00 a.m., and on February 23, 2023, should business not be**
20 **concluded, starting at 9:00 a.m. at the Nevada State Business Center, 3300 West**
21 **Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102.**

22 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled
23 at the same time as part of a regular meeting of the Commission that is expected
24 to last from February 21, 2023, through February 23, 2023, or earlier if the
25 business of the Commission is concluded. Thus, your hearing may be continued
26 until later in the day or from day to day. It is your responsibility to be present
27 when your case is called. If you are not present when your hearing is called, a
28 default may be entered against you and the Commission may decide the case as

1 **if all allegations in the complaint were true. If you have any questions please**
2 **call Kelly Valadez, Commission Coordinator (702) 486-4606.**

3 YOUR RIGHTS AT THE HEARING: Except as mentioned below, the hearing is an
4 open meeting under Nevada's open meeting law, and may be attended by the public. After
5 the evidence and arguments, the commission may conduct a closed meeting to discuss your
6 alleged misconduct or professional competence. A verbatim record will be made by a
7 certified court reporter. You are entitled to a copy of the transcript of the open and closed
8 portions of the meeting, although you must pay for the transcription.

9 As the Respondent, you are specifically informed that you have the right to appear
10 and be heard in your defense, either personally or through your counsel of choice. At the
11 hearing, the Division has the burden of proving the allegations in the complaint and will
12 call witnesses and present evidence against you. You have the right to respond and to
13 present relevant evidence and argument on all issues involved. You have the right to call
14 and examine witnesses, introduce exhibits, and cross-examine opposing witnesses on any
15 matter relevant to the issues involved.

16 You have the right to request that the Commission issue subpoenas to compel
17 witnesses to testify and/or evidence to be offered on your behalf. In making the request,
18 you may be required to demonstrate the relevance of the witness' testimony and/or
19 evidence. Other important rights you have are listed in NRS 645.680 through 645.990,
20 NRS Chapter 233B, and NAC 645.810 through 645.875.

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1 The purpose of the hearing is to determine if the Respondent has violated NRS 645
2 and/or NAC 645 and if the allegations contained herein are substantially proven by
3 the evidence presented and to further determine what administrative penalty is to be
4 assessed against the RESPONDENT, if any, pursuant to NRS 645.235, 645.633 and/or
5 645.630.

6 DATED: January 9, 2023.

7 STATE OF NEVADA
8 DEPARTMENT OF BUSINESS AND INDUSTRY
9 REAL ESTATE DIVISION

10 By: 
11 SHARATH CHANDRA, Administrator
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14 AARON D. FORD
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16 By: /s/ Louis V. Csoka
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