

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.

AUG 18 2022

KEA RANA,

REAL ESTATE COMMISSION

Respondent.

BY [Signature]

COMPLAINT AND NOTICE OF HEARING

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

JURISDICTION

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

FACTUAL ALLEGATIONS

2. At all relevant times, RESPONDENT was licensed by the Division as a broker (B.0049123.CORP) and held a property manager permit (PM.0163622.BKR) from the Division, both of which are in “active” status. **Exhibit D**, Bates NRED 0012-0013.

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

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

7 **Property owned by Complainant Ann M. Soto: 1460 Daybreak Road, Las Vegas Nevada 89108**

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

11 6. The residential property management agreement for the Daybreak Road property
12 commenced on October 18, 2008 and ended on October 31, 2009. (“Daybreak residential property
13 management agreement”). **Exhibit E**, Bates NRED 0032-0038.

14 7. According to the property management agreement, the RESPONDENT’s monthly
15 management fee was 8%. **Exhibit E**, Bates NRED 0032-0038.

16 8. On or about September 15, 2009, the duties owed by a Nevada real estate was executed
17 by the tenant only. **Exhibit E**, Bates NRED 0027.

18 9. On or about September 15, 2009, the Sotos and new tenant Maria Ferreira executed a
19 residential lease agreement for the Daybreak Road property. (“Daybreak residential lease agreement”).
20 **Exhibit E**, Bates NRED 0020-0026.

21 10. The Daybreak residential lease agreement commenced on October 1, 2009 and ended on
22 September 30, 2010. **Exhibit E**, Bates 0020-0026.

23 11. According to that agreement, the tenant’s monthly rental was \$1,200.00. **Exhibit E**, Bates
24 0020-0026.

25 12. On or about October 4, 2017, a notice of change of terms of rental agreement for the
26 Daybreak property was executed by the tenant, which increased her monthly rental amount from
27 \$1,200.00 to \$1,250.00 with the lease to remain on a month-to-month basis. **Exhibit E**, Bates NRED
28 0018.

1 13. The owner monthly statement from January to June of 2021 (“Daybreak owner monthly
2 statement”), showed that the RESPONDENT had collected a security and cleaning deposit in the amount
3 of \$1,200.00. **Exhibit E**, Bates NRED 0041-0047.

4 14. The Daybreak owner monthly statement also showed that the monthly rent for the
5 Daybreak property was \$1,400.00. **Exhibit E**, Bates NRED 0041-0047.

6 15. The Daybreak owner monthly statement showed that the RESPONDENT collected a
7 management fee of \$112.00, a late fee was applied in the amount of \$100.00 in May 2021 and the total
8 amount owed for May 2021 was \$1,500.00. **Exhibit E**, Bates NRED 0041-0047.

9 16. Pursuant to the Daybreak residential lease agreement, any late monthly rental payments
10 need also to include late fees. **Exhibit E**, Bates 0020-0026.

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

12 18. According to Soto’s bank records of deposits for 2022, there were missing lates fees for
13 February 2022, missing total rent amounts and late fees for March 2022, April 2022 and May 2022.
14 **Exhibit E**, Bates NRED 0049-0050.

15 19. The RESPONDENT failed to communicate with Soto during 2022, despite Soto’s
16 numerous attempts to communicate regarding the Daybreak property. **Exhibit E**, Bates NRED 0015-
17 0016.

18 20. The RESPONDENT deposited late the rental income for the Daybreak property for seven
19 (7) months in 2020. **Exhibit E**, Bates NRED 0015-0016.

20 21. The RESPONDENT deposited late the rental income for the Daybreak property for six
21 (6) months in 2021. **Exhibit E**, Bates NRED 0015-0016.

22 22. On or around of July 2021, the RESPONDENT stopped sending owner monthly
23 statements to Soto for the Daybreak property. **Exhibit E**, Bates NRED 0015-0016.

24 23. According to the Daybreak property bank statements dated January 14, 2020 to May 1,
25 2022, no deposits were made by the RESPONDENT regarding the Daybreak property. **Exhibit E**, Bates
26 NRED 0049-0050.

27 24. On or about May 28, 2022, Soto filed a Complaint with the Division against the
28 RESPONDENT regarding the RESPONDENT’s property management of the Daybreak property,

1 including but not limited to missing rental payments, failure to deposit late fees for late rental payments,
2 failure to communicate with Soto regarding the Daybreak property and failure to provide Soto with
3 owner's monthly statements. **Exhibits E**, Bates NRED 0015-0016.

4 25. On or about June 2, 2022, the Division properly informed the RESPONDENT that it had
5 opened an investigation against her and requested that the RESPONDENT provide the complete broker's
6 file for the Daybreak property. **Exhibit B**, Bates NRED 0005.

7 26. The Division requested that the RESPONDENT provide the broker's file no later than
8 June 17, 2022. **Exhibit B**, Bates NRED 0005.

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

10 28. On or about June 21, 2022, the Division sent a follow up letter to the RESPONDENT
11 regarding the above requested information. **Exhibit C**, Bates NRED 0008-0009.

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

13 30. On or about July 7, 2022, the RESPONDENT was properly notified by the Division that
14 it was bringing a complaint for disciplinary action before the Commission. **Exhibit A**, Bates NRED 0002-
15 0003.

16 **Properties owned by Complainant Junyao Zhang: 126 Grandview, Henderson, Nevada 89002,**
17 **4265 Fleet Dancer Street, Las Vegas, Nevada 89129 and 6725 Old Valley, Las Vegas, Nevada**
18 **89149**

19 31. Complainant Zhang owned three properties 126 Grandview in Henderson, Nevada 89002
20 ("Grandview property"), 4265 Fleet Dancer Street in Las Vegas, Nevada 89129 ("Fleet Dancer
21 property") and 6725 Old Valley in Las Vegas, Nevada 89149 ("Old Valley property.") **Exhibit F**, Bates
22 NRED 0052-0057.

23 32. These properties were managed by the RESPONDENT.

24 33. On or about July 23, 2015, a residential lease agreement was executed between the Xin
25 Wang and tenant Luis Dominguez for the Grandview property for a monthly rental amount of \$1,195.00.
26 ("Grandview residential lease agreement") **Exhibit F**, Bates NRED 0061-0069.

27 34. Mr. Wang was Zhang's ex-husband, and he was improperly listed as the owner of the
28 Grandview property. **Exhibit F**, Bates NRED 0081.

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1 35. The commencement date of the Grandview residential lease agreement was August 1,
2 2015 and the ending date was August 31, 2016. **Exhibit F**, Bates NRED 0061-0069.

3 36. According to the Dominguez' Chase bank statement, dated December 2020 to January
4 2021, he made a rental payment in the amount of \$1,200.00 to RESPONDENT's Vegas Real Estate on
5 January 4, 2021. **Exhibit F**, Bates NRED 0075-0077.

6 37. According to Dominguez' bank statements, he paid the monthly rental payments on the
7 Grandview property for March, June and July of 2021 to the RESPONDENT, however the
8 RESPONDENT did not deposit these payments into Zhang's accounts. **Exhibit F**, Bates NRED 0075-
9 0077.

10 38. According to Zhang's owner statements dated January 1, 2021 to December 1, 2021, the
11 RESPONDENT did not deposit rental payments from March 2021 to June 2021 for the Grandview
12 property. **Exhibit F**, Bates NRED 0058.

13 39. Despite the tenant making timely monthly rental payments, the REpondent told Zhang
14 that the tenant did not pay rents from March 2021 to June 2021.

15 40. Based on this false information, Zhang asked the RESPONDENT to initiate eviction
16 proceedings against the tenant. **Exhibit F**, Bates NRED 0083-0106.

17 41. On or about June 24, 2021, Zhang asked for an update from the RESPONDENT on the
18 eviction process of the tenants. **Exhibit F**, Bates NRED 0083-0106.

19 42. On or about June 24, 2021, RESPONDENT told Zhang via a text message that she was at
20 the Constable's office and that the eviction paperwork for the Grandview property was filed. **Exhibit F**,
21 Bates NRED 0083-0106.

22 43. The RESPONDENT told Zhang that the tenants had until the 22nd of July to pay all the
23 monies in the arrears and that if they failed to do so, she will proceed with the lockdown of the properties
24 **Exhibit F**, Bates NRED 0083-0106.

25 44. On numerous occasions, Zhang asked the RESPONDENT to provide her with copies of
26 all rental statements made for her properties, along with the corresponding bank statements and updates
27 on the eviction process. **Exhibit F**, Bates NRED 0083-0106.

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1 45. RESPONDENT kept stalling the production of these documents and she never produced
2 them to Zhang. **Exhibit F**, Bates NRED 0083-0106.

3 46. Instead of producing the requested documents by Zhang, in July of 2021, the
4 RESPONDENT told Zhang that she had set up a repayment plan for the past due rent for the Grandview
5 property. **Exhibit F**, Bates NRED 0083-0106.

6 47. Zhang did not receive any rental income for January 2021 to June 2021 for the Grandview
7 property from the RESPONDENT. **Exhibit F**, Bates NRED 0058.

8 48. In July 2021, Zhang finally received for the first time in six (6) months the rent for the
9 Grandview property. **Exhibit F**, Bates NRED 0052-0057.

10 49. On or about October 1, 2021, a notice of change of terms of rental agreement for the tenant
11 Dominguez was executed for the Grandview property, stating that the monthly rental amount will
12 increase from \$1,175.00 to \$1,500.00. **Exhibit F**, Bates NRED 0074.

13 50. The notice of change of terms was executed by the tenant Dominquez and the
14 RESPONDENT. **Exhibit F**, Bates NRED 0074.

15 51. According to the Grandview property residential lease agreement, the monthly rental
16 amount was \$1,195.00. **Exhibit F**, Bates NRED 0061-0069.

17 52. In October 2021, Zhang received extra payment of rent in the amounts of \$105.00 and
18 \$605.00 without any explanation by the RESPONDENT about the nature and the reason for these extra
19 rent amounts. **Exhibit F**, Bates NRED 0061-0069.

20 53. Subsequently in October and December of 2021, the RESPONDENT waived her property
21 management fees. **Exhibit F**, Bates NRED 0052-0057.

22 54. The property management fees for the Grandview property were \$87.15, for the Old
23 Valley property were \$91.00 and for Dancer Fleet were \$73.50. **Exhibit F**, Bates NRED 0083-0106;
24 NRED 0070-0071.

25 55. Starting January 2022 to May 2022, Zhang began to receive payments in the amount of
26 \$500.00 for the past due rental payments from the RESPONDENT. **Exhibit F**, Bates NRED 0052-0057.

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1 56. According to the income statement for the Grandview property dated March 1, 2022 to
2 March 31, 2022, the rental income amount showed at \$2,000.00, although the rental income for this
3 property was listed at \$1,500.00. **Exhibit F**, Bates NRED 0078-0079.

4 57. According to the income statement for the Grandview property, dated April 1, 2022, to
5 April 30, 2022, the rental income for the Grandview property was \$2,000.00. **Exhibit F**, Bates NRED
6 0078-0079.

7 58. On or about March 25, 2022, the RESPONDENT sent an email to Zhang stating that her
8 March management fee for Fleet Dancer was \$39.00 and “call it even up the April 30 with \$40.” **Exhibit**
9 **F**, Bates NRED 0070-0071.

10 59. The regular monthly property management fee for the Fleet Dancer property was \$73.50.
11 **Exhibit F**, Bates NRED 0052-0057; NRED 0083-0106.

12 60. RESPONDENT’s property management fee for the Grandview property was \$112.00
13 after the increase of the monthly rental amount, however she charged \$140.00. **Exhibit F**, Bates NRED
14 0052-0057; NRED 0083-0106.

15 61. RESPONDENT had taken her management fees for all three properties from the
16 Grandview property. **Exhibit F**, Bates NRED 0078.

17 62. On or about May 12, 2022, Zhang hired Sara Alexander with The Realty Boutique, to
18 manage her properties. **Exhibit F**, Bates NRED 0107.

19 63. Upon hiring Alexander as the property manager, Zhang learned that the RESPONDENT
20 has been dishonest about the rental payments from the tenant at the Grandview property and that the
21 tenant has been paying the rent on time for two (2) years. **Exhibit F**, Bates NRED 0052-0057.

22 64. On or about June 2, 2022, the Division properly informed the RESPONDENT that it had
23 opened an investigation against her and requested that the RESPONDENT provide the complete broker’s
24 file for the Grandview property. **Exhibit B**, Bates NRED 0006.

25 65. The Division requested that the RESPONDENT provide the broker’s file no later than
26 June 17, 2022. **Exhibit B**, Bates NRED 0006.

27 66. RESPONDENT failed to provide the broker’s file to the Division.

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1 67. On or about June 21, 2022, the Division sent a follow up letter to the RESPONDENT
2 regarding the above requested information. **Exhibit C**, Bates NRED 0008-0009.

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

4 69. On or about July 7, 2022, the RESPONDENT was properly notified by the Division that
5 it was bringing a complaint for disciplinary action before the Commission. **Exhibit A**, Bates NRED 0002-
6 0003.

7 **Properties owned by Complainant Robert Handal: 4809 Fiesta Lakes Street, Las Vegas, Nevada**
8 **89130, 885 Apache Lane, Las Vegas, Nevada 89110, 3720 Progress Circle, Las Vegas, Nevada**
9 **89108, 3009 Anchor Chain Drive, Las Vegas, Nevada 89128 and 2829 Summer Lake Drive, Las**
10 **Vegas, Nevada 89128.**

11 70. In 2020, Handal purchased 4809 Fiesta Lakes Street, Las Vegas, Nevada 89130 (“Fiesta
12 property”), 885 Apache Lane, Las Vegas, Nevada 89110 (“Apache Lane property”), 3720 Progress
13 Circle, Las Vegas, Nevada 89108 (“Progress Circle property”), 3009 Anchor Chain Drive, Las Vegas,
14 Nevada 89128 (“Anchor Chain property”) and 2829 Summer Lake Drive, Las Vegas, Nevada 89128
15 (“Summer Lake property”), as investment properties. **Exhibit G**, Bates NRED 0109-0113.

16 71. Handal hired the RESPONDENT to manage the Fiesta, Apache Lane, Progress Circle and
17 Anchor Chain properties. **Exhibit G**, Bates NRED 0109-0113.

18 72. At all times relevant, Handal resided at the Summer Lake property, until the property was
19 sold in 2022. **Exhibit G**, Bates NRED 0109-0113.

20 73. On or about May 16, 2022, the Division received a Complaint from Handal regarding
21 RESPONDENT’s property management of the above properties and the sale of the Summer Lake
22 property, including but not limited to the RESPONDENT’s renting the properties below market rental
23 value, not depositing the rents for these properties in Handal’s account after she had collected them from
24 tenants, and listing the Summer Lake property below market value and settling it to investors. **Exhibit**
25 **G**, Bates NRED 0109-0113.

26 **4809 Fiesta Lakes Street, Las Vegas Nevada 89130**

27 74. In 2021, Handal informed the RESPONDENT that the rental comps for a property like
28 Fiesta Lakes was \$1,980.00. **Exhibit G**, Bates NRED 0109-0113.

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1 75. At that time, the rent for the Fiesta Lakes property was \$1,100.00. **Exhibit G**, Bates NRED
2 0109-0113.

3 76. Handal told the RESPONDENT, that the rent was again too low, RESPONDENT
4 increased the rent to \$1,350.00. **Exhibit G**, Bates NRED 0109-0113.

5 77. On or about January 1, 2022, a notice of change of terms of rental agreement was executed
6 for the Fiesta Lakes property, which increased the rent from \$1,200.00 to \$1,550.00 per month. **Exhibit**
7 **G**, Bates NRED 0211-0213.

8 78. On or about January of 2022, Handal informed the RESPONDENT that he was going to
9 self-manage the Fiesta Lakes property and that he found a tenant willing to pay \$2,000.00. **Exhibit G**,
10 Bates NRED 0214-0216.

11 79. In March of 2022, the RESPONDENT without the permission of Handal, modified the
12 rental amount to \$1,550.00 in residential lease agreement for the property. **Exhibit G**, Bates NRED 0109-
13 0113.

14 80. The increase of the rent was to commence on March 1, 2022. **Exhibit G**, Bates NRED
15 0211-0213.

16 81. RESPONDENT told Handal that he could not take over the lease as the modified
17 residential lease agreement was executed. **Exhibit G**, Bates NRED 0114-0190; NRED 0217-0253.

18 82. Even though the tenant at the property paid the rental amount early and on time, Handal
19 did not received rental income for this property for at least six (6) months. **Exhibit G**, Bates NRED 0109-
20 0113.

21 83. On or about February 22, 2022, the RESPONDENT admitted that she owed \$16,461.00
22 in rental income for the Fiesta Lakes and Apache Lane properties, which she would pay back. **Exhibit**
23 **G**, Bates NRED 0125; NRED 0126-0131.

24 84. In that same correspondence, the RESPONDENT offered a payment plan. **Exhibit G**,
25 Bates NRED 0114-0190.

26 85. In that correspondence, the RESPONDENT also admitted that there were eight (8)
27 missing rental payments that she failed to deposit for the Fiesta Lakes property. **Exhibit G**, Bates NRED
28 0114-0190.

1 86. To date, RESPONDENT has not given any rental income from this property to Handal
2 for at least six (6) months. **Exhibit G**, Bates NRED 0109-0113.

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 was executed
5 by the tenants at the Apache Lane property and the RESPONDENT which increased the monthly rent
6 from \$1,175.00 to \$1,550.00. **Exhibit G**, Bates NRED 0254.

7 88. The newly increased rental amount was to become effective on March 1, 2022. **Exhibit**
8 **G**, Bates NRED 0254.

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

11 90. On or about February 22, 2022, the RESPONDENT admitted in an email to Handal that
12 she had five (5) missing payments for the Apache Lane property. **Exhibit G**, Bates NRED 0114-0190.

13 91. Similar to Fiesta Lakes, the RESPONDENT offered a repayment plan to Handal. **Exhibit**
14 **G**, Bates NRED 0114-0190.

15 92. On or about March 7, 2022, RESPONDENT admitted that she owed Handal rental
16 payments for the Fiesta Lakes and Apache Lane properties. **Exhibit G**, Bates NRED 0114-0190.

17 93. On or about March 21, 2022, RESPONDENT admitted again in an email that she owed
18 Handal \$16,461.00 for the Fiesta Lakes and Apache Lane properties. **Exhibit G**, Bates NRED 0114-
19 0190.

20 94. She also agreed to pay the late fees and to pay \$1,000.00 extra per month “for starters.”
21 **Exhibit G**, Bates NRED 0114-0190.

22 95. She claimed that she was in a “bad financial predicament” and that she was obtaining an
23 equity line of credit so that she could pay a lump sum to Handal. **Exhibit G**, Bates NRED 0125, NRED
24 0129-0131.

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

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Summer Lake Drive, Las Vegas Nevada 89128

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2 97. The Summer Lake Drive property was Handal's primary resident for nearly 20 years, until
3 he decided to sell it. **Exhibit G**, Bates NRED 0109-0113.

4 98. According to Zillow, the market value for the property was at \$999,000.00. **Exhibit G**,
5 Bates NRED 0109-0113.

6 99. Handal's commercial broker offered to sell the home for over \$1,000,000.00 with 2%
7 commission. **Exhibit G**, Bates NRED 0109-0113.

8 100. RESPONDENT offered to sell the Summer Lake property without collecting commission
9 as a good faith effort to resolve her delinquencies in not making the rental payments for the above
10 properties on time to Handal. **Exhibit G**, Bates NRED 0114-0190.

11 101. Handal accepted the RESPONDENT's proposal. **Exhibit G**, Bates NRED 0109-0113.

12 102. Handal specifically instructed the RESPONDENT that he did not want the property to be
13 sold to investors and he wanted it to go to a family. **Exhibit G**, Bates NRED 0109-0113; NRED 0114-
14 0190; NRED 0217-0253.

15 103. Within a couple of weeks of listing the property the RESPONDENT pushed for the sale
16 of the property for \$925,000.00 to an investor. **Exhibit G**, Bates NRED 0109-0113; NRED 0114-0190;
17 NRED 0217-0253.

18 104. The RESPONDENT misrepresented to Handal that she found a family who wanted to buy
19 the property for \$925,000.00. **Exhibit G**, Bates NRED 0109-0113; NRED 0114-0190; NRED 0217-
20 0253.

21 105. Although Handal accepted the offer, prior to the close of escrow he learned that there were
22 other buyers who wanted to make offers to buy the house but were turned down by the RESPONDENT.
23 **Exhibit G**, Bates NRED 0109-0113; NRED 0114-0190; NRED 0217-0253.

24 106. On or about December 21, 2021, Howard Kane, a potential buyer submitted proof of funds
25 to purchase the property at \$950,000.00. **Exhibit G**, Bates NRED 0255-0258.

26 107. On or about January 28, 2022, Mr. Kane notified Handal that he was submitting an offer
27 to purchase the property for \$950,000.00. **Exhibit G**, Bates NRED 0109-0113.

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1 108. On or about January 30, 2022, a residential purchase agreement was executed between
2 Mr. Kane and Handal for the purchase price of \$950,000.00. **Exhibit G**, Bates NRED 0259-0269.

3 109. On that same date, Handal forwarded the residential purchase agreement to the
4 RESPONDENT, who told Handal that he would be sued by “the family” if he did not follow through
5 with the agreement. **Exhibit G**, Bates NRED 0129-0131.

6 110. Soon after the sale of the property to “the family,” Handal learned from his former
7 neighbors that the house was bought by an investor and that it was put up for rent for \$6,000.00 per
8 month. **Exhibit G**, Bates NRED 0114-0190; NRED 0217-0253.

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

10 **3720 Progress Circle, Las Vegas, Nevada 89108,**

11 112. The RESPONDENT did not give rental payments to Handal for the Progress Circle
12 property for two (2) years. **Exhibit G**, Bates NRED 0109-0113; NRED 0125; NRED 0114-0190; NRED
13 0217-0253.

14 113. RESPONDENT told Handal that the tenants were not making the rental payments, and
15 they have applied for the rental assistance program. **Exhibit G**, Bates NRED 0109-0113; NRED 0114-
16 0190, NRED 0217-0253.

17 114. Between August 11, 2021 to August 14, 2021, Handal communicated with the
18 RESPONDENT and asked for updates regarding the eviction process of the tenants. **Exhibit G**, Bates
19 NRED 0109-0113; NRED 0114-0190, NRED 0217-0253.

20 115. At least six (6) times since January of 2022, Handal requested from the RESPONDENT
21 to provide the monthly rent breakdowns for his properties. **Exhibit G**, Bates NRED 0109-0113; NRED
22 0114-0190, NRED 0217-0253.

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

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

25 118. On or about April 27, 2022, Handal informed the RESPONDENT that she owed at least
26 \$30,000.00 in back rent for the property. **Exhibit G**, Bates NRED 0109-0113; NRED 0114-0190, NRED
27 0217-0253.

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1 119. On or about May 20, 2022, the Division properly notified RESPONDENT that it was
2 opening an investigation against her based on the complaint received, requested a response, and requested
3 the complete broker's files for the Fiesta Lakes, Apache Lane, Progress Circle, Anchor Chain and
4 Summer Lake properties along with explanations regarding the RESPONDENT's accounts ending in
5 2953 and 2955. ("Requested Documents") **Exhibit J**, Bates NRED 0282-0283.

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

- 8 a. An online transfer of \$1,900.00 on December 1, 2021;
- 9 b. The \$16,435.60 one time withdrawal on December 6, 2021;
- 10 c. An online transfer of \$400.00 on December 1, 2021;
- 11 d. Recurring transfers to K.C. Rana, Inc. on December 15, 2021;
- 12 e. The payment of the check #1015 in the amount of \$10,620.00, including to whom
13 the check was made payable and the reason for the payment;
- 14 f. An online transfer of \$2,300.00 on December 29, 2021; and
- 15 g. Her check register which does not identify payees or properties for rents collected
16 and/or rents paid.

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

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

25 122. RESPONDENT failed to provide the Requested Documents to the Division by the due
26 date of June 7, 2022. **Exhibit J**, Bates NRED 0282-0283.

27 123. On June 21, 2022, the Division sent a follow up correspondence to the RESPONDENT
28 requesting the same information. **Exhibit C**, Bates NRED 0008-0009.

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

125. On or about July 7, 2022, the RESPONDENT was properly notified by the Division that
it was bringing a complaint for disciplinary action before the Commission. **Exhibit A**, Bates NRED 0002-
0003.

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1 Properties owned by Complainant Kai Chin 11161 Abbeyfield Rose, Henderson Nevada 89052,
2 11187 African Sunset, Henderson Nevada 89052, 7529 Flat Rock, Las Vegas Nevada 89131, 6067
3 Alachua, Las Vegas Nevada 89011, and 9219 Hollander, Las Vegas Nevada 89148.

4 126. The RESPONDENT was the property manager for the 11161 Abbeyfield Rose,
5 Henderson Nevada 89052 (“Abbeyfield property”), 11187 African Sunset, Henderson Nevada 89052
6 (“African Sunset property”), 7529 Flat Rock, Las Vegas Nevada 89131 (“Flat Rock property”), 6067
7 Alachua, Las Vegas Nevada 89011 (“Alachua property”), and 9219 Hollander, Las Vegas Nevada 89148
8 (“Hollander”). **Exhibit H**, Bates NRED 0272-0274.

9 127. On or about January 31, 2022, the RESPONDENT admitted that she owed Chin back rent
10 on four of his properties for October and November. **Exhibit H**, Bates NRED 0277.

11 128. On or about February 11, 2022, Chin emailed the RESPONDENT that he had not received
12 the back rent for these four properties and that he had not received the 1099. **Exhibit H**, Bates NRED
13 0275-0278.

14 129. On or about March 3, 2022, Chin sent another email to RESPONDENT that he still had
15 not received the back rent owed by the RESPONDENT. **Exhibit H**, Bates NRED 0275-0278.

16 130. On March 3, 2022, the RESPONDENT notified Chin that she was getting a loan on her
17 home “to catch up.” **Exhibit H**, Bates NRED 0275-0278.

18 131. RESPONDENT also asked Chin for some time “to wrap things up.” **Exhibit H**, Bates
19 NRED 0275-0278.

20 132. On or about March 6, 2022, the RESPONDENT told Chin that she would have everything
21 settled by the end of March. **Exhibit H**, Bates NRED 0275-0278.

22 133. On or about March 11, 2022, the RESPONDENT told Chin that she was signing her home
23 loan on Tuesday and closing the loan the next week. **Exhibit H**, Bates NRED 0275-0278.

24 134. On or about March 30, 2022, the RESPONDENT told Chin that she was waiting for
25 financing of her loan. **Exhibit H**, Bates NRED 0275-0278.

26 135. On or about April 1, 2022, the RESPONDENT told Chin that she had mailed the rents for
27 the Alachua and Abbeyfield properties last night. **Exhibit H**, Bates NRED 0275-0278.

28 136. In that same correspondence, she also stated that she would send the funds for the other
two properties once her loan is funded. **Exhibit H**, Bates NRED 0275-0278.

1 137. On or about April 28, 2022, the RESPONDENT told Chin that she was planning on
2 sending the other two payments that week. **Exhibit H**, Bates NRED 0275-0278.

3 138. RESPONDENT asked Chin “to give her a chance to correct everything.” **Exhibit H**, Bates
4 NRED 0275-0278.

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

6 140. On or about June 8, 2022, the Division properly notified RESPONDENT that it was
7 opening an investigation against her based on the complaint received, requested a response, and the
8 complete broker’s files for the Abbeyfield, African Sunset, Flat Rock, Alachua, and the Hollander
9 properties. **Exhibit I**, Bates NRED 0280.

10 141. RESPONDENT was given until June 17, 2022, to provide the requested documents.
11 **Exhibit I**, Bates NRED 0280.

12 142. RESPONDENT did not provide the requested documents.

13 143. On or about June 21, 2022, the Division sent a follow up letter to the RESPONDENT
14 regarding the above requested information. **Exhibit C**, Bates NRED 0008-0009.

15 144. RESPONDENT failed to respond to the second request for information from the Division.

16 145. On or about July 7, 2022, the RESPONDENT was properly notified by the Division that
17 it was bringing a complaint for disciplinary action before the Commission. **Exhibit A**, Bates NRED 0002-
18 0003.

19 VIOLATIONS OF LAW

20 RESPONDENT committed the following violations of law:

21 1. RESPONDENT violated NRS 645.633(1)(i) by failing to exercise reasonable skill, failing
22 to carry out the terms of the brokerage agreement and failing to carry out her duties as a property manager
23 pursuant to the property management agreements on 4 different occasions.

24 2. RESPONDENT violated NRS 645.630(1)(h) by commingling the monies and/or property
25 of others with her monies and/or converting the monies of others for her personal use on at least 12
26 different occasions.

27 3. RESPONDENT violated NRS 645.630(1)(e) by failing to maintain for review and audit
28 by the Division each Brokerage and Property Management Agreement.

1 4. RESPONDENT violated NRS 640.630(1)(f) by failing within a reasonable amount of
2 time to account for or to remit any money which comes into her possession, and which belongs to others
3 and by failing to pay all the rents back owned to the different complainants.

4 5. RESPONDENT violated NRS 645.633(1)(h) pursuant to NAC 645.605(6) by breaching
5 her obligation of absolute fidelity to her principal's interest and her obligation to deal fairly with all
6 parties to a real estate transaction on 4 different occasions.

7 6. RESPONDENT violated NAC 645.605(11) (a) and (b) by failing to comply and by
8 delaying her compliance with requests by the Division to provide documents and by failing to provide
9 written responses including supporting documentation to the Division regarding the numerous complaints
10 against her.

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

15 **DISCIPLINE AUTHORIZED**

16 1. Pursuant to NRS 645.630 and NRS 645.633, the Commission is empowered to impose an
17 administrative fine of up to \$10,000 per violation against RESPONDENT and further to suspend, revoke
18 or place conditions on the license of RESPONDENT.

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

22 3. Therefore, the Division requests that the Commission take such disciplinary action as it deems
23 appropriate under the circumstances.

24 **NOTICE OF HEARING**

25 **PLEASE TAKE NOTICE**, that a disciplinary hearing has been set to consider the
26 Administrative Complaint against the above-named Respondent in accordance with Chapters 233B and
27 645 of the Nevada Revised Statutes and Chapter 645 of the Nevada Administrative Code.

28 ...

1 **THE HEARING WILL TAKE PLACE** on September 27, 2022, commencing at 9:00 a.m.,
2 or as soon thereafter as the Commission is able to hear the matter, and each day thereafter
3 commencing at 9:00 a.m. through September 29, 2022, or earlier if the business of the Commission
4 is concluded. The Commission meeting will be held on September 27, 2022, at the Nevada State
5 Business Center, 3300 West Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102.
6 The meeting will continue on September 28, 2022, at the Nevada State Business Center, 3300 West
7 Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada 89102, commencing at 9:00 a.m.,
8 and on September 29, 2022, should business not be concluded, starting at 9:00 a.m. at the Nevada
9 State Business Center, 3300 West Sahara Avenue, 4th Floor – Nevada Room, Las Vegas, Nevada
10 89102

11 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled at the same
12 time as part of a regular meeting of the Commission that is expected to last from September 27,
13 2022 through September 29, 2022, or earlier if the business of the Commission is concluded. Thus,
14 your hearing may be continued until later in the day or from day to day. It is your responsibility
15 to be present when your case is called. If you are not present when your hearing is called, a default
16 may be entered against you and the Commission may decide the case as if all allegations in the
17 complaint were true. If you have any questions please call Shareece Bates, Administration Section
18 Manager at (702) 486-4036.

19 **YOUR RIGHTS AT THE HEARING:** except as mentioned below, the hearing is an open meeting
20 under Nevada’s open meeting law and may be attended by the public. After the evidence and arguments,
21 the commission may conduct a closed meeting to discuss your alleged misconduct or professional
22 competence. You are entitled to a copy of the transcript of the open and closed portions of the meeting,
23 although you must pay for the transcription.

24 As the **RESPONDENT**, you are specifically informed that you have the right to appear and be
25 heard in your defense, either personally or through your counsel of choice. At the hearing, the Division
26 has the burden of proving the allegations in the complaint and will call witnesses and present evidence
27 against you. You have the right to respond and to present relevant evidence and argument on all issues
28 involved.

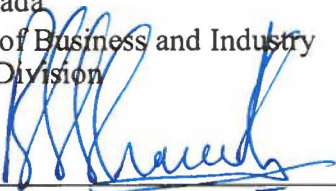
1 You have the right to call and examine witnesses, introduce exhibits, and cross-examine opposing
2 witnesses on any matter relevant to the issues involved.

3 You have the right to request that the Commission issue subpoenas to compel witnesses to testify
4 and/or evidence to be offered on your behalf. In making the request, you may be required to demonstrate
5 the relevance of the witness' testimony and/or evidence. Other important rights you have are listed in
6 NRS 645.680 through 645.990, NRS Chapter 233B, and NAC 645.810 through 645.920.

7 The purpose of the hearing is to determine if the Respondent has violated NRS 645 and/or NAC
8 645 and if the allegations contained herein are substantially proven by the evidence presented and to
9 further determine what administrative penalty is to be assessed against the RESPONDENT, if any,
10 pursuant to NRS 645.235, 645.633 and or 645.630.

11 DATED this 17 day of August, 2022.

12 State of Nevada
13 Department of Business and Industry
14 Real Estate Division

15 By: 
16 SHARATH CHANDRA, Administrator
17 3300 West Sahara Avenue, Suite 350
18 Las Vegas, Nevada 89102

19 AARON D. FORD
20 Attorney General

21 By: /s/ Virginia T. Tomova
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28