

BEFORE THE REAL ESTATE COMMISSION

STATE OF NEVADA

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

Petitioner,

vs.

TOMMY DELOSREYES,
(S.0192508 - Active),

Respondent.

Case No. 2025-373

FILED

APR 03 2026

REAL ESTATE COMMISSION
BY 

COMPLAINT AND NOTICE OF HEARING

The REAL ESTATE DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY OF THE STATE OF NEVADA ("Division") hereby notifies RESPONDENT TOMMY DELOSREYES ("RESPONDENT") of an administrative hearing before the STATE OF NEVADA REAL ESTATE COMMISSION ("Commission"). The hearing will be held pursuant to Chapter 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 the RESPONDENT should be subject to an administrative penalty as set forth in NRS 645.806 (3), and the discipline to be imposed, if violations of law are proven.

JURISDICTION

RESPONDENT, at all relevant times mentioned in this Complaint, was actively licensed as a Salesperson (S.0192508). RESPONDENT is, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS Chapter 645 and NAC Chapter 645. As of the date of this Complaint, RESPONDENT'S salesperson license is currently "active."

FACTUAL ALLEGATIONS

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2 1. At all times relevant to this Complaint, RESPONDENT has been licensed
3 with the Nevada Real Estate Division with real estate salesperson's license no. S.0192508.
4 [NRED0083]

5 2. At all times relevant to this Complaint, RESPONDENT represented 87-year-
6 old Joseph Gouthro¹ in connection with and during the course of the sale of his residence
7 located at 925 Felix Palm Drive, North Las Vegas, Nevada ("Residence") in early 2025.
8 [NRED0083; NRED0095-0103; NRED0114-0136]

9 3. On or about January 8, 2025, Mr. Gouthro entered into a listing agreement
10 prepared by RESPONDENT and signed by Mr. Gouthro and RESPONDENT, and by
11 RESPONDENT'S broker, Bryan Jones, of Broker Realty, LLC, on January 24, 2025.
12 [NRED0095-0103]

13 4. Among the terms and conditions of the Listing Agreement, Mr. Gouthro
14 agreed to pay 1.5% of the selling price, and a fixed sum of "2K" as a commission to the
15 listing broker.² Any commissions that might be paid to the buyer's broker/agent were left
16 to future negotiation. [NRED0095-0103]

17 5. Subsequently, an offer was made by a certain couple ("BUYERS"), and after
18 one counteroffer, the buyers and Mr. Gouthro agreed on a selling price of \$450,000 together
19 with a buyer commission of \$8,900.00, representing 2% of the selling price, to be paid by
20 Mr. Gouthro, and a seller's commission of \$6,675.00, all calculated on a net selling price of
21 \$445,000, after a seller concession of \$5,000 for closing costs. [NRED0079-0082;
22 NRED0116-0136]

23 6. During the period when Mr. Gouthro was negotiating a listing agreement as
24 well as at all times relevant to the events surrounding the transaction for the sale of his
25 Residence, Mr. Gouthro was, for part of this period, hospitalized, and, subsequently, unable
26 to manage his financial affairs and, in fact, was assisted by his niece, Teresa Perron, who

27 ¹ As trustee of his living trust.

28 ² The "2K" appears to reflect the flat transaction fee of \$2,000 charged to the seller, and appearing on the closing statement separately from the percentage-based commission.

1 held power of attorney, and RESPONDENT was aware of these circumstances.
2 [NRED0002-0003; NRED0044-0045]

3 7. During the escrow period, the buyers carried out inspections and subsequently
4 proposed repairs and other work from Mr. Gouthro, and that Mr. Gouthro needed to sell
5 and/or remove furniture from the Residence and otherwise take steps to provide the
6 Residence in a state of vacancy together with an appropriate cleanout. To accomplish these
7 objectives, the parties negotiated a series of three addenda to the purchase agreement.
8 [NRED0069-0077; NRED0093-0094].

9 8. The "Request for Repairs No. 2" to the Purchase Agreement³ was evidently
10 never signed by the buyers or Mr. Gouthro, until March 5, 2025, the day before closing, and
11 contained clauses that required the Seller to repair a drain pipe & A/C, and the Mr. Gouthro
12 was to contribute \$2,800 for repair at "...COE to satisfy outstanding invoice based on
13 buyer's contributions to repairs already rendered." [NRED0069]

14 9. The third addendum to the purchase agreement was signed on February 19,
15 2025, by the Seller, and on February 26, 2025, by the buyers, and stated that a BUYERS'
16 agent's credit of \$550 to seller was to be issued at close of escrow. [NRED0077]

17 10. At some point during the escrow period, RESPONDENT prepared an invoice,
18 purportedly from JIP Plumbing & Construction LLC, for alleged work performed at the
19 Residence, and then requested payment from Mr. Gouthro, who in fact issued a check to
20 RESPONDENT for \$1,300.00. [NRED0047-0048]

21 11. At some point during the escrow period, RESPONDENT prepared a second
22 invoice, for cleaning services, purportedly from Will Out West – Home Restoration, for
23 alleged work claimed to have been performed at the Residence and then requested payment
24 from Mr. Gouthro who in fact issued a check to RESPONDENT for \$2,300.00. [NRED0049-
25 0050]

26 12. RESPONDENT also coordinated the sale and removal of furniture and other
27 possessions, and informed Mr. Gouthro's attorney-in-fact that RESPONDENT would hold

28

³ The first amendment to the purchase agreement addressed extending the due diligence period and is not relevant here.

1 a sale and generate proceeds to benefit Mr. Gouthro. [NRED0002-0003; NRED0010-0011]

2 13. In fact, no sale was held, or, in the case of some furniture that RESPONDENT
3 permitted the Buyers to obtain, no payment was required and therefore RESPONDENT
4 received no funds in connection with any of the furniture or other possessions
5 RESPONDENT sold or gave away. To date, no inventory and disposition list has ever been
6 provided to Mr. Gouthro. [NRED0002-0003]

7 14. The Division contacted Jhony Ipina, the owner of JIP Plumbing &
8 Construction LLC, who, after review of the JIP Plumbing invoice, stated in writing that he
9 did not own the referenced company and did not claim he had issued the invoice statement.
10 [NRED0032]

11 15. The Division also contacted William Wilson, the owner of Will out West, who,
12 after reviewing the Will out West invoice, stated in writing that the invoice was not for
13 work from his firm and that he did not issue the invoice statement. [NRED0030-0031]

14 16. RESPONDENT provided both the JIP Plumbing statement and the Will Out
15 West statement to The Division and claimed that the respective \$1,300 and \$2,300
16 payments were made to these vendors when neither payment was made to either vendor.
17 [NRED0002-0005]

18 17. Instead, RESPONDENT created the invoices and presented them both to Mr.
19 Gouthro's attorney-in-fact and The Division as if they were created by third-party vendors,
20 when, in fact, the payments were directed to and received by RESPONDENT. [NRED0002-
21 0005; NRED0044; NRED0047-0051]

22 18. RESPONDENT'S then-broker, Real Broker, LLC, and Bryan Jones, issued a
23 sworn statement to The Division whereby Mr. Jones stated that the brokerage was
24 unaware of any payments having been made to or received by its then agent,
25 RESPONDENT, and then turned over to Real Broker, LLC. [NRED0066-0068]

26 19. Further, Mr. Jones stated that there was no record in his files of any payments
27 being made to RESPONDENT, or that RESPONDENT had obtained permission from the
28 broker to receive such payments. [NRED0066-0068]

1 20. Ms. Perron had also had conversations with Mr. Gouthro, who told Ms. Perron
2 that RESPONDENT pressured him to pay the checks, and that RESPONDENT deserved
3 the \$2,300 as a bonus, which, according to Mr. Gouthro, RESPONDENT
4 continued to pressure Mr. Gouthro until it was paid. [NRED0002-0003]

5 21. The invoice for this payment was, however, not created until March 6, 2025,
6 the day after the payment. [NRED0002-0003]

7 22. The closing statement reflects a charge of \$700 to a vendor named Big Red
8 LLC, for house cleaning services. [NRED0079-0080]

9 23. On March 26, 2025, after reviewing some of the records, Ms. Perron
10 questioned RESPONDENT as to why the two checks were payable directly to
11 RESPONDENT; RESPONDENT replied by stating that the providers would have invoices
12 by the next Friday or Monday. [NRED0002-0003; NRED 0006-0012]

13 24. As to the furniture, RESPONDENT told Ms. Perron, by text, that the
14 furniture had been sold to the Buyers, but that the Buyers never paid for it and simply
15 “acted in bad faith.” RESPONDENT provided no inventory of furniture, bills of sale, or
16 other documentary evidence as to disposal of Mr. Gouthro’s possessions to either Mr.
17 Gouthro or his attorney-in-fact. [NRED0002-0003; NRED0006-0012]

18 25. On April 22, 2025, Teresa Perron (“Ms. Perron”) filed a Statement of
19 Fact/Complaint with The Division (“COMPLAINT”), alleging that, among other matters,
20 RESPONDENT (1) improperly billed her uncle, Joe Gouthro \$2,300 for “house cleaning,”
21 (2) improperly billed Mr. Gouthro \$1,300 for repair work that was never completed; (3)
22 disposed of Mr. Gouthro’s furniture and other personal property without consent or
23 evidence of payment, and, (4) generally mislead Mr. Gouthro in connection with the entire
24 listing and negotiations, as Mr. Gouthro was hospitalized and in a vulnerable state as an
25 elderly, 87 year old man. [NRED0002-0003]

26 26. Ms. Perron in her Complaint stated that she had conversations with
27 RESPONDENT shortly after closing as to the two checks paid to RESPONDENT and not
28 shown on the closing statement or otherwise delivered first to RESPONDENT’S broker. In

1 reply, RESPONDENT admitted that the \$2,300 payment was a personal bonus to
2 RESPONDENT, disguised as a legitimate vendor payment for housecleaning, and that
3 \$1,300 payment was based on “three bids.” [NRED0002-0003]

4 27. On May 30, 2025, The Division issued a letter to RESPONDENT with a copy
5 of the COMPLAINT, seeking RESPONDENT’S response to the allegations, to be provided
6 under oath in affidavit form. [NRED0025-0026]

7 28. On December 9, 2025, The Division sent RESPONDENT a letter, requesting
8 a copy of RESPONDENT’S notarized affidavit, sworn declaration, and any other documents
9 previously submitted to The Division in connection with the ongoing investigation.⁴
10 [NRED0035]

11 29. RESPONDENT provided a sworn statement dated January 8, 2026, whereby
12 RESPONDENT admitted there were payments of \$1,300, \$2,300 and then \$700 for
13 cleaning services, but failing to acknowledge that the first two payments were made to
14 RESPONDENT and based on fraudulent invoices, and that there had been no accounting
15 of Mr. Gouthro’s furniture and other possessions, other than to imply that the \$2,300
16 representing costs for “junk removal, cleanup, and disposal services...” [NRED0044]

17 30. However, no itemization or report on Mr. Gouthro’s personal property items
18 was prepared and the statement failed to address prior statements that RESPONDENT
19 had sold some furniture to the BUYERS but never received payment for that furniture and
20 no bills of sale exist for those transactions. [NRED0044]

21 31. On February 3, 2026, RESPONDENT sent an email reply to The Division,
22 whereby he failed to address the core allegations in the Complaint, namely, the two
23 payments and the disposal of his client’s furniture, as well as the use of fraudulent invoices
24 to mislead not only his client, his client’s attorney-in-fact, but also The Division.
25 [NRED0045-0046]

26 32. On March 10, 2026, The Division sent RESPONDENT an NRS 233B letter via
27

28 ⁴ The letter re-requested a sworn statement and referenced that some prior documents were lost through some data retention issues.

1 certified mail, referencing violations of the following: NRS 645.630 1(c) pursuant to NRS
2 645.280 2; NRS 645.630 1(i); NRS 645.633 1(i) pursuant to NAC 645.605 1; NRS 645.633
3 1(i) pursuant to NAC 645.605 11(d); NRS 645.6051 1; NRS 645.633 1(i) pursuant to NRS
4 645.6051 2(a); NRS 645.633 1(i) pursuant to NAC 645.605 11(c); and NAC 645.252 2.
5 [NRED0153-0154]

6 7 VIOLATIONS OF LAW

8 RESPONDENT has committed the following violations of law:

9 1. RESPONDENT violated NRS 645.630 1(c), pursuant to NRS 645.280 2, by
10 accepting compensation from a person other than the broker under whom he is licensed at
11 the time of the real estate transaction.

12 2. RESPONDENT violated NRS 645.630 1(i), by failing to place in the custody
13 of his or her licensed broker, as soon as possible, any deposit or other money or
14 consideration entrusted to him or her by any person dealing with him as the representative
15 of his licensed broker.

16 3. RESPONDENT violated NRS 645.633 1(i), pursuant to NAC 645.605 1, by
17 failing to protect the public against fraud or misrepresentation or unethical practices
18 related to real estate by providing false and forged invoices to the Complainant when
19 questioned about the checks written by the seller.

20 4. RESPONDENT violated NRS 645.633 1(i), pursuant to NAC 645.605 11(d),
21 by submitting false and forged invoices to The Division as part of his response.

22 5. RESPONDENT violated NRS 645.6051 1, by failing to maintain records of
23 work performed on a residential property.

24 6. RESPONDENT violated NRS 645.633 1(i), pursuant to NRS 645.6051 2(a),
25 by using unlicensed contractors to complete work RESPONDENT helped arrange for his
26 client.

1 Nevada Division of Insurance, 1818 College Parkway, Suite 103, Carson City, Nevada 89706. The
2 Commission meeting will continue each day thereafter commencing at 9:00 a.m. through May 7,
3 2026, until the business of the Commission is concluded.

4 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled at the
5 same time as part of a regular meeting of the Commission that is expected to last
6 from May 5, 2026, through May 7, 2026, or earlier if the business of the
7 Commission is concluded. Thus, your hearing may be continued until later in
8 the day or from day to day. It is your responsibility to be present when your case
9 is called. If you are not present when your hearing is called, a default may be
10 entered against you, and the Commission may decide the case as if all allegations
11 in the complaint were true. If you have any questions, please call Amy
12 Reveyrand, Commission Coordinator, at (702) 486-4606.

13 **YOUR RIGHTS AT THE HEARING:** except as mentioned below, the hearing is an
14 open meeting under Nevada's Open Meeting Law and may be attended by the public. After
15 the evidence and arguments, the Commission may conduct a closed meeting to discuss your
16 alleged misconduct or professional competence. You are entitled to a copy of the transcript
17 of the open and closed portions of the meeting, although you must pay for the transcription.

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

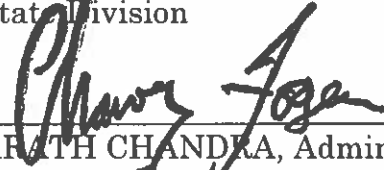
25 You have the right to request that the Commission issue subpoenas to compel
26 witnesses to testify and/or evidence to be offered on your behalf. In making the request,
27 you may be required to demonstrate the relevance of the witness' testimony and/or
28

1 evidence. Other important rights you have are listed in NRS 645.680 through 645.990,
2 NRS Chapter 233B, and NAC 645.810 through 645.875.

3 The purpose of the hearing is to determine if the Respondent has violated NRS 645
4 and/or NAC 645 and if the allegations contained herein are substantially proven by
5 the evidence presented and to further determine what administrative penalty is to be
6 assessed against the RESPONDENT, if any, pursuant to NRS 645.633 1 (h) pursuant to
7 NAC 645.605 (11)(a) and (b); and NRS 645.635 (6).

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9
10 DATED the 1st day of April, 2026.

11
12 State of Nevada
13 Department of Business and Industry
14 Real Estate Division

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