

**IN THE MATTER OF THE CLAIM  
OF BAKTIAR KARIM  
CLAIMANT  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ALLEGED ACTS OR  
OMISSIONS OF  
TYRONE ANDERSON  
T/A DECK RENOVATIONS,  
RESPONDENT**

**\* BEFORE JENNIFER M. CARTER JONES,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE  
\* OF ADMINISTRATIVE HEARINGS  
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\* OAH No.: LABOR-HIC-02-21-00983  
\* MHIC No.: 19 (90) 1455  
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**PROPOSED DECISION**

**STATEMENT OF THE CASE  
ISSUES  
SUMMARY OF THE EVIDENCE  
PROPOSED FINDINGS OF FACT  
DISCUSSION  
PROPOSED CONCLUSIONS OF LAW  
RECOMMENDED ORDER**

**STATEMENT OF THE CASE**

On or about April 22, 2020, Baktiar Karim (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) under the jurisdiction of the Department of Labor (DOL)<sup>1</sup> for reimbursement of \$8,886.41 in alleged actual losses suffered as a result of a home improvement contract with Tyrone Anderson, T/A Deck

<sup>1</sup> On July 1, 2019, the Maryland Department of Labor, Licensing, and Regulation became the DOL.



Renovations (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).<sup>2</sup> On November 2, 2020, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing. Bus. Reg. §§ 8-407(a), 8-312.

I held a hearing on March 2, 2021, using the Webex videoconferencing platform. Bus. Reg. § 8-407(e); Code of Maryland Regulations (COMAR) 28.02.01.20B. John Hart, DOL Assistant Attorney General, represented the Fund. The Claimant represented himself. The Respondent failed to appear for the hearing.

After waiting fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. On January 28, 2021, the OAH mailed, by regular and certified mail, a Notice of Remote Hearing (Notice) to the Respondent at his address of record with the MHIC on Trentworth Way in Clarksburg, Maryland. COMAR 09.08.03.03A(2). The regular mailing sent to the Respondent was not returned by the United States Postal Service (USPS) as undeliverable. Furthermore, the USPS forwarded to the OAH the green certified mailing card signed by the Respondent, verifying that the Respondent received the certified copy of the Notice. The Respondent made no request for postponement prior to the date of the hearing. COMAR 28.02.01.16. I determined that the Respondent received proper notice, and I proceeded to hear the captioned matter.

The contested case provisions of the Administrative Procedure Act, the DOL's hearing regulations, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2020); COMAR 09.01.03; and COMAR 28.02.01.

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<sup>2</sup> Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It is essential to ensure that all entries are supported by appropriate documentation.

3. Regular audits should be conducted to verify the accuracy of the records.

4. The second part of the document outlines the procedures for handling discrepancies.

5. Any errors identified during the audit process should be promptly investigated.

6. The third part of the document provides a detailed description of the accounting system.

7. This system is designed to streamline the accounting process and reduce the risk of errors.

8. The fourth part of the document discusses the role of the accounting department.

9. The department is responsible for providing accurate financial information to management.

10. The fifth part of the document outlines the responsibilities of the accounting staff.

11. Each staff member should be clearly defined in terms of their specific duties.

12. The sixth part of the document discusses the importance of communication within the department.

13. Regular meetings should be held to discuss any issues or concerns.

14. The seventh part of the document provides a summary of the key points discussed.

15. It is hoped that this document will be helpful in improving the accounting process.

16. The eighth part of the document discusses the future plans for the accounting department.

17. These plans include the implementation of new software and the hiring of additional staff.

18. The ninth part of the document provides a list of references used in the document.

19. These references include various accounting textbooks and professional journals.

20. The tenth part of the document discusses the importance of continuing education for accountants.

21. Accountants should stay up-to-date on the latest developments in the field.

22. The eleventh part of the document provides a list of contact information for the accounting department.

23. This information includes the department's name, address, and phone number.

24. The twelfth part of the document discusses the importance of confidentiality in accounting.

25. Accountants should be careful not to disclose any sensitive information.

26. The thirteenth part of the document provides a list of definitions for key terms used in the document.

27. These definitions include terms such as "debit" and "credit".

28. The fourteenth part of the document discusses the importance of ethics in accounting.

29. Accountants should always act with integrity and honesty.

30. The fifteenth part of the document provides a list of questions for the reader to consider.

31. These questions are designed to help the reader understand the material better.

32. The sixteenth part of the document discusses the importance of teamwork in accounting.

33. Accountants should work together to achieve the best results.

34. The seventeenth part of the document provides a list of resources for further reading.

35. These resources include books, articles, and websites.

36. The eighteenth part of the document discusses the importance of staying organized in accounting.

37. Accountants should keep their work areas clean and clutter-free.

38. The nineteenth part of the document provides a list of tips for success in accounting.

39. These tips include staying motivated and seeking out opportunities for growth.

40. The twentieth part of the document discusses the importance of staying current in accounting.

41. Accountants should attend conferences and seminars regularly.

42. The twenty-first part of the document provides a list of contact information for the accounting department.

43. This information includes the department's name, address, and phone number.

44. The twenty-second part of the document discusses the importance of staying motivated in accounting.

45. Accountants should set goals and work hard to achieve them.

46. The twenty-third part of the document provides a list of definitions for key terms used in the document.

47. These definitions include terms such as "asset" and "liability".

48. The twenty-fourth part of the document discusses the importance of staying organized in accounting.

49. Accountants should use a system to keep track of their work.

50. The twenty-fifth part of the document provides a list of contact information for the accounting department.

51. This information includes the department's name, address, and phone number.

52. The twenty-sixth part of the document discusses the importance of staying current in accounting.

53. Accountants should attend conferences and seminars regularly.

54. The twenty-seventh part of the document provides a list of definitions for key terms used in the document.

55. These definitions include terms such as "equity" and "debt".

56. The twenty-eighth part of the document discusses the importance of staying organized in accounting.

57. Accountants should use a system to keep track of their work.

58. The twenty-ninth part of the document provides a list of contact information for the accounting department.

59. This information includes the department's name, address, and phone number.

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61. Accountants should attend conferences and seminars regularly.

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63. These definitions include terms such as "income" and "expense".

64. The thirty-second part of the document discusses the importance of staying organized in accounting.

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69. Accountants should attend conferences and seminars regularly.

70. The thirty-fifth part of the document provides a list of definitions for key terms used in the document.

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77. Accountants should attend conferences and seminars regularly.

78. The thirty-ninth part of the document provides a list of definitions for key terms used in the document.

79. These definitions include terms such as "cash flow" and "working capital".

## ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of the Respondent's acts or omissions?
2. If so, what is the amount of that loss?

## SUMMARY OF THE EVIDENCE

### Exhibits

I admitted the following exhibits on the Claimant's behalf:

- CL #1 Invoice, dated March 2, 2019, with attached payment summary, notes, and photographs of the back of the Claimant's home/deck
- CL #2 Various Receipts, Orders, Invoices, Checks and Pick up Confirmations, including the following:
- Receipt from Home Depot for \$1,336.32, dated March 22, 2019
  - Home Depot Pick up Confirmation, dated May 20, 2019
  - Receipt from Home Depot for \$437.15, dated April 15, 2019
  - Home Depot Pick up Confirmation, dated May 20, 2019
  - Order from TW Perry for \$1,711.70, dated April 15, 2019
  - Invoice from TW Perry for \$1,000.94, dated March 28, 2019
  - Emails between the Claimant and the Respondent, dated March 24 and 27, 2019
  - Check for \$3,500.00 from the Claimant to the Respondent, dated March 2, 2019
- CL #3 Various Receipts, Orders, Invoices, Checks and Pick up Confirmations, including the following:
- Home Depot Merchandise and Service Summary for \$6,244.25, dated July 25, 2019
  - Charge Summary from Outdoor Specialties for \$1,405.58, dated August 6, 2019
  - Permit Invoice for \$165.00, Frederick County Division of Planning and Permitting, Department of Permits and Inspections, dated July 2, 2019
  - Sales Order from Outdoor Specialties for \$71.62, stamped paid, dated August 14, 2019
  - Twelve Home Depot receipts, various dates
  - Copy of a check from the Claimant to Elmer Damian for \$1,000.00, dated July 10, 2019

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- Copy of a check from the Claimant to Elmer Damian, for \$500.00, dated July 17, 2019
- Copy of a check from the Claimant to Elmer Damian for \$400.00, dated August 3, 2019
- Copy of a check from the Claimant to Elmer Damian for \$1,000.00, dated August 4, 2019
- Copy of a check from the Claimant to Elmer Damian for \$500.00, dated August 4, 2019
- Copy of a check from the Claimant to Elmer Damian for \$500.00, dated August 16, 2019

- CL #4 Receipts for refunds the Claimant received from PNC Bank, Home Depot, and Lowe's, various dates
- CL #5 Building Permit 196879, Frederick County Building Department, with an expiration date of July 3, 2020
- CL #6 Estimate from Yovany H. Contractor, LLC, dated July 1, 2019
- CL #7 Inspection Report, Frederick County Department of Planning and Permitting, dated April 9, 2019
- CL #8 Screenshot from the Claimant's cell phone of an outgoing call to the Respondent, undated
- CL #9 Estimate from Robert Altendorf, RJ Construction and Remodeling of Maryland, Inc., dated June 26, 2019
- CL #10 Eight photographs of various elements of deck construction, taken in May 2019
- CL #11 List of Expenses and Refunds created by the Claimant, undated
- CL #12 Letter from the Claimant addressed to "Dear Honorable Judge," dated February 8, 2021

I admitted the following exhibits on behalf of the Fund:

- Fund #1 Notice, dated January 28, 2021
- Fund #2 MHIC Fund Hearing Order, dated January 7, 2021
- Fund #3 Home Improvement Claim Form, dated April 22, 2020, and letter from the MHIC to the Respondent, dated April 29, 2020
- Fund #4 Licensing History, dated February 28, 2021

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Testimony

The Claimant testified on his own behalf.

No one appeared to testify on behalf of the Respondent.

The Fund presented no witnesses.

**PROPOSED FINDINGS OF FACT**

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 113379.

2. As of March 2, 2019, the Claimant's home had a small back deck.

3. On or about March 2, 2019, the Claimant and the Respondent entered into a contract (Contract) for the Respondent to build a deck on the back of the Claimant's home. The scope of work for the project included the following:

26x14 deck with railing built as a Free standing deck.

Approximate height from ground is 3-5 feet.

Girder and joists to be pressure-treated with blocking over girder and joist hangers at ends.

Decking to be 5/4" x 6 lumber with wood grain.

Stairway for exit down and exit up.

Deck with notch with old deck and extend.

CL #1.

4. The agreed-upon price for the deck construction was \$15,029.00.

5. The Claimant paid the Respondent \$3,500.00 on March 2, 2019.

6. After the Claimant paid the Respondent \$3,500.00, the Respondent asked for an additional \$1,500.00 to buy materials. The Claimant gave the Respondent his credit card number over the phone so he could buy the necessary materials.

7. The Licensee charged \$1,500.00 on the Claimant's credit card.

The first of these is the fact that the  
 government has been unable to raise the  
 necessary funds to meet its obligations.  
 This is due to a combination of factors,  
 including a decline in tax revenue and  
 an increase in government spending.  
 The second major problem is the high  
 level of inflation, which has eroded the  
 value of the currency and led to a  
 loss of confidence in the government.  
 This has resulted in a sharp decline in  
 foreign investment and a loss of  
 international credibility. The third  
 problem is the political instability  
 that has plagued the country since  
 the end of the war. This has led to  
 a lack of effective leadership and  
 a failure to implement necessary  
 reforms. The combination of these  
 factors has led to a deep economic  
 crisis and a loss of faith in the  
 government.

8. On March 22, 2019, the Respondent charged \$1,336.32 at Home Depot on the Claimant's credit card without authorization from the Claimant.

9. After learning of the unauthorized \$1,336.32 the Respondent charged to his credit card, the Claimant contacted the Respondent, who reported he charged that amount for small materials necessary to build the deck.

10. The Claimant told the Respondent not to charge his credit card again without the Claimant's authorization.

11. The Respondent made three more purchases, charging them to the Claimant's credit card; one on March 27 or 28, 2019 for 1,000.94 at TW Perry, a construction materials provider; one on April 15, 2019 for \$437.15 at Home Depot; and one on April 15, 2019 for \$1,711.70 at TW Perry.

12. After the Respondent charged \$1,000.94 on March 27, 2019 at TW Perry using the Claimant's credit card, the Claimant sent the Respondent an email noting the charge and directing him again not to use his credit card without authorization.

13. Much of the materials the Respondent purchased was not for constructing the Claimant's deck.

14. In April 2019, the Respondent sent three different crews to work on the deck construction.

15. There were problems with the deck construction. At least one of the brackets joining the wood for the deck was broken; the Respondent did not fill footings for the deck support beams and did not properly cut and join some of deck foundation wood.

16. On April 9 and May 10, 2019, the Frederick County Division of Planning and Permitting inspected the deck framing. The deck framing failed both of the inspections.

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17. On May 14 and 15, 2019, the Claimant sent text messages to the Respondent, asking him when he would come and finish the deck construction. The Respondent told the Claimant by text that he would return to work on the deck on May 17, 2019.

18. The Respondent never returned to the Claimant's home.

19. The Respondent left wood and other supplies lying in the Claimant's yard. Some of the pieces of wood had nails protruding from them.

20. The Claimant paid the Respondent a total of \$9,486.11 to complete the deck, by check and by unauthorized charges to the Claimant's credit card.

21. The value of the work the Respondent completed on the deck was \$600.00.

22. The Claimant sought an estimate from licensed contractor Robert Altendorf, who determined the cost to complete the deck would be \$22,000.00.

23. The Claimant completed deck construction himself, with the assistance of a handyman. The Claimant was only able to use about ten percent of the materials the Respondent originally used for the deck construction.

24. The Claimant spent \$9,488.27 to purchase the materials necessary to complete the deck.

25. The Claimant paid the handyman \$3,900.00 for his assistance.

26. The handyman was not a licensed contractor.

27. The Claimant obtained a permit to complete the deck construction on his own.

This permit cost the Claimant \$165.00.

28. The Claimant received a refund of \$4,985.17 for some of the charges the Respondent made to his credit card.

29. The Claimant received \$1,342.99 in refunds from Home Depot for materials he returned.



## DISCUSSION

The Claimant has the burden of proving the validity of his claim by a preponderance of the evidence. Md. Code Ann., State Gov't §10-217 (2014); COMAR 09.08.03.03A(3); COMAR 28.02.01.21K(1). "[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true." *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002).

An owner may recover compensation from the Fund "for an actual loss that results from an act or omission by a licensed contractor." Md. Code Ann., Bus. Reg. § 8-405(a); *see also* COMAR 09.08.03.03B(2) ("actual losses . . . incurred as a result of misconduct by a licensed contractor"). Actual loss "means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement." Md. Code Ann., Bus. Reg. § 8-401 (2015 & Supp. 2020). For the following reasons, I find that the Claimant has proven eligibility for compensation.

Based on the unrefuted evidence, the Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The Claimant paid the Respondent \$9,486.42 to construct a deck on the back of his home. Of this amount, the Claimant paid the Respondent \$3,500.00 by check; the balance is comprised of charges the Respondent made on the Claimant's credit card – ostensibly, for the purchase of materials necessary to complete the Claimant's deck.

According to the Claimant, in May 2019, the Respondent stopped working on the deck and never contacted the Claimant again. The Claimant further asserted that the work the Respondent did complete was unworkmanlike. In support of his position, the Claimant submitted photographs of the Respondent's work, which depicted a broken brace, wood installation that

appears to be unstable, and copies of two inspection reports stating that the deck framing the Respondent installed was insufficient to pass inspection. Additionally, the Claimant submitted an estimate from a licensed contractor, Yovany H Contractor LLC, which estimated the value of the work the Claimant completed was \$600.00. The Claimant also submitted an estimate from licensed contractor Robert Altendorf, who determined it would cost \$22,000.00 to complete the deck.

I conclude that the Respondent failed to complete the construction of the deck and the work he did complete was unworkmanlike and unusable. Accordingly, any amounts the Claimant paid the Respondent constitutes an actual loss. Furthermore, as a result of the Respondent's incomplete and unworkmanlike work on the deck, the Claimant had to pay an additional \$9,488.27 to obtain the materials necessary to complete the deck and \$3,900.00 to pay a handyman to assist him with the deck construction. The Claimant concedes that he obtained a refund for \$4,985.17 in purchases the Respondent made on the Claimant's credit card. He was also able to obtain \$1,342.99 in refunds from Home Depot by returning some of the materials the Respondent purchased. The Claimant was able to recoup \$6,328.16 of the \$9,486.11 he paid to the Respondent and the Respondent charged to his credit card. Accordingly, the amount the Claimant paid to or on behalf of the Respondent was \$3,157.95.

The Respondent stopped working on the deck and never returned to the Claimant's property to complete the project. The Claimant obtained an estimate from another contractor, Robert Altendorf, who estimated that the cost to complete the deck in a workmanlike fashion would be \$22,000.00. The Claimant testified, without challenge, that Mr. Altendorf told him that it is much more expensive to complete such a job when the initial contractor's work is unworkmanlike and requires removal of the inadequate work and materials. Accordingly, I conclude that the following formula appropriately measures the Claimant's actual loss: " If the





contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price." COMAR 09.08.03.03B(3)(c).

The Claimant paid the Respondent \$3,157.95. Although the Claimant ultimately completed the deck at his own expense with the help of a handyman, neither the Claimant nor the handyman are licensed contractors. According to the estimate the Claimant obtained from Mr. Altendorf, the Claimant would have been required to pay \$22,000.00 to demolish the existing inadequate deck and complete the installation of a new deck. Thus, the Claimant's actual loss is calculated as follows:

Amount Paid to the Respondent	\$ 3,157.95
Amount required for a licensed contractor to repair the poor work and complete the contract	+\$22,000.00
	<hr/>
	\$25,157.95
Original Contract Price	-\$15,029.00
	<hr/>
<b>Actual Loss</b>	<b>\$10,128.95</b>

The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). As the Claimant paid the Respondent \$3,157.95, that is the amount of his actual loss and he is entitled to recover that amount from the Fund.

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**PROPOSED CONCLUSIONS OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss of \$3,157.95 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover that amount from the Fund.

**RECOMMENDED ORDER**

I **RECOMMEND** that the Maryland Home Improvement Commission:

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$3,157.95; and

**ORDER** that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;<sup>3</sup> and

**ORDER** that the records and publications of the Maryland Home Improvement Commission reflect this decision.

**CONFIDENTIAL**

May 5, 2021  
Date Decision Issued

Jennifer M. Carter Jones  
Administrative Law Judge

JCJ/emh  
#191941

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<sup>3</sup>. See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii); COMAR 09.08.01.20.

The first part of the document is a list of names and titles, including the names of the members of the committee and the names of the organizations they represent. The list is organized in a table-like format with columns for names and titles.

The second part of the document is a list of names and titles, similar to the first part, but with different names and titles. It also appears to be a list of members or representatives.

The third part of the document is a list of names and titles, continuing the list of members or representatives. The text is somewhat faint and difficult to read.

The fourth part of the document is a list of names and titles, continuing the list of members or representatives. The text is somewhat faint and difficult to read.

The fifth part of the document is a list of names and titles, continuing the list of members or representatives. The text is somewhat faint and difficult to read.

**PROPOSED ORDER**

***WHEREFORE, this 28<sup>th</sup> day of June, 2021, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.***

***Joseph Tunney***

***Joseph Tunney***

***Chairman***

***Panel B***

***MARYLAND HOME IMPROVEMENT  
COMMISSION***

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