

**IN THE MATTER OF  
THE CLAIM OF SEAN WHITE,  
CLAIMANT  
AGAINST THE MARYLAND  
HOME IMPROVEMENT  
GUARANTY FUND  
FOR THE ALLEGED ACTS OR  
OMISSIONS OF ERIC SANDERS,  
T/A SANDERS QUALITY HOME  
IMPROVEMENTS,  
RESPONDENT**

**\* BEFORE LATONYA B. DARGAN,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE  
\* OF ADMINISTRATIVE HEARINGS  
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\* OAH No.: LABOR-HIC-02-21-01281  
\* MHIC No.: 19 (90) 764  
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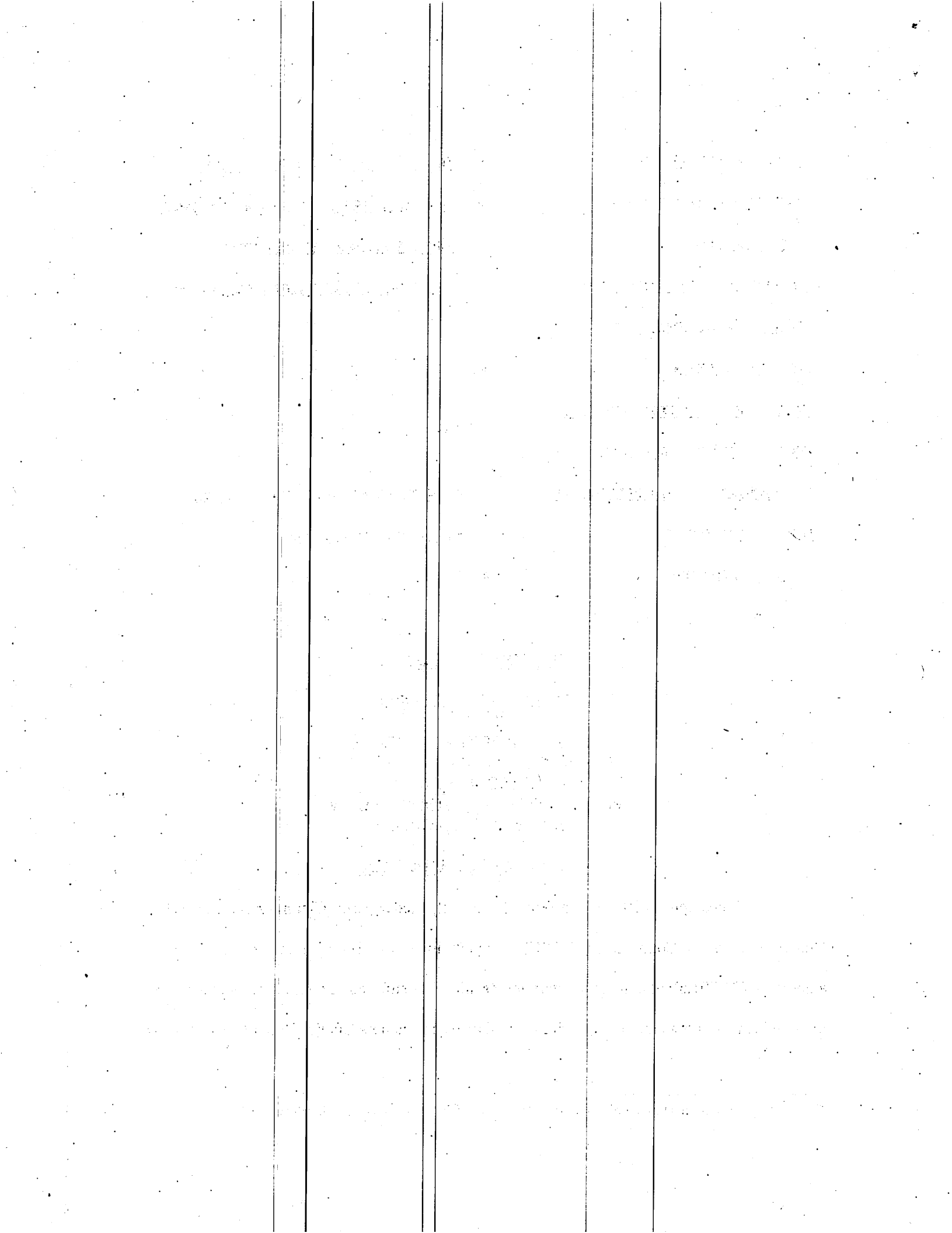
**PROPOSED DECISION**

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 December 16, 2019, Sean White (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC)<sup>1</sup> Guaranty Fund (Fund) for reimbursement in the amount of \$21,791.00 of actual monetary losses allegedly suffered in connection with a home improvement contract entered into with Eric Sanders, t/a Sanders Quality Home Improvements

<sup>1</sup> The MHIC is an administrative unit under the jurisdiction of the Department of Labor (Department).



(Respondent), the alleged responsible contractor. Md. Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).<sup>2</sup> On January 7, 2021, the MHIC ordered the Claimant should have a hearing in order to establish eligibility for an award from the Fund, and on January 13, 2021, forwarded the matter to the Office of Administrative Hearings (OAH) for the hearing.

On March 8, 2021, I conducted a remote hearing via videoconference. Md. Code Ann., Bus. Reg. §§ 8-312; 8-401 through 8-411 (2015); Code of Maryland Regulations (COMAR) 28.02.01.20B. The Claimant represented himself.<sup>3</sup> Justin Dunbar, Assistant Attorney General for the Department, represented the Fund. The Respondent failed to appear after proper notice was sent to his address of record.<sup>4</sup>

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

### ISSUES

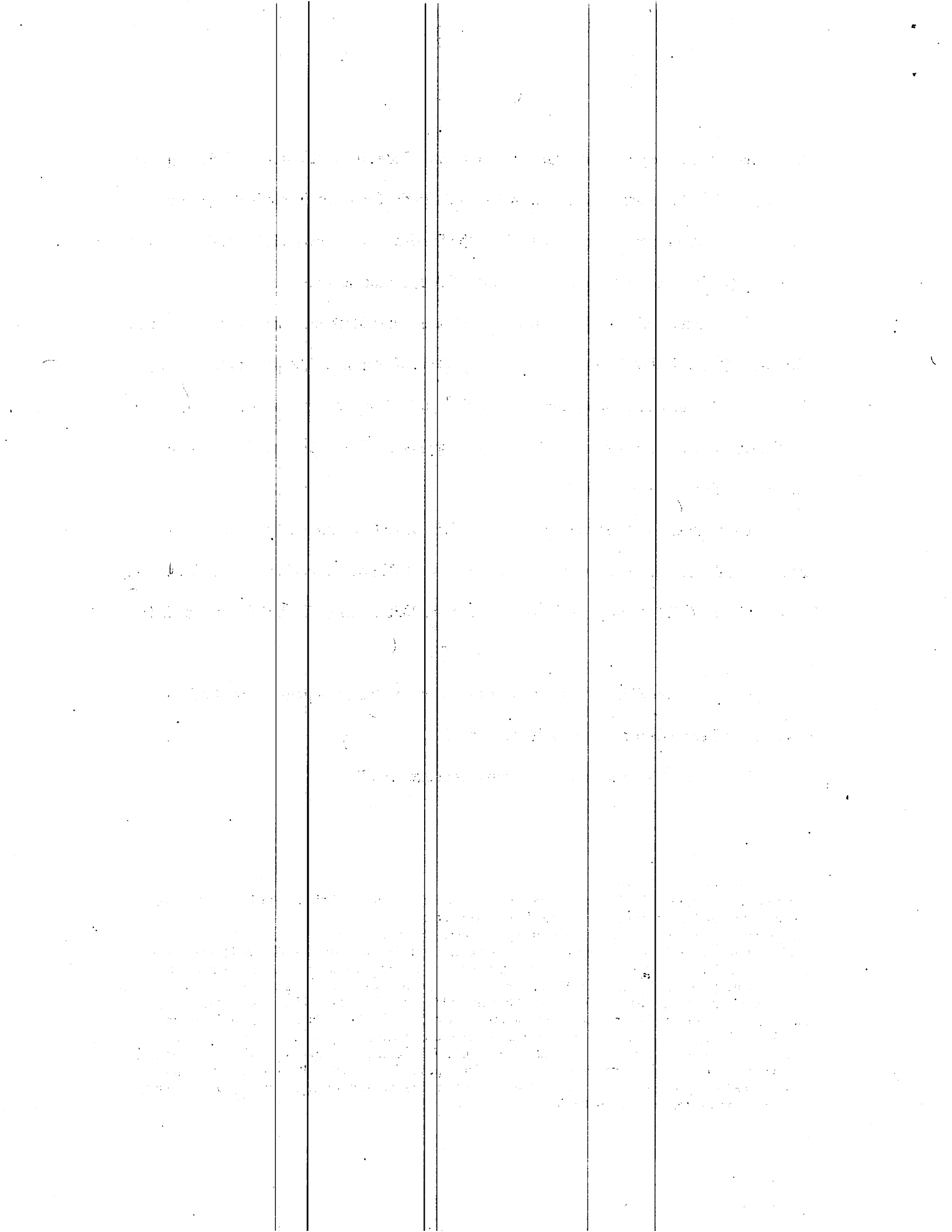
1. Did the Claimant sustain an actual monetary loss, compensable by the Fund, as a result of the Respondent's acts or omissions; and, if so
2. What is the amount of the actual monetary loss?

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<sup>2</sup> Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume and 2020 Supplement of the Maryland Annotated Code.

<sup>3</sup> The Claimant was accompanied at the hearing by his spouse, Catherine White.

<sup>4</sup> A Notice of Remote Hearing (Notice) and videoconference instructions was issued by the OAH to the parties on January 29, 2021. The Notice advised the parties that failure to appear for the hearing could result in a decision against the party failing to appear. The Respondent's copy of the Notice was sent to his attention via first class mail and certified mail-return receipt requested to 300 E. Lombard Street – Suite 840, Baltimore, Maryland 21202. Although the certified mail return receipt was not forwarded to the OAH, neither the first class mail copy nor the certified mail copy of the Notice was returned to the OAH as undeliverable by the United States Postal Service. None of the parties requested a postponement of the hearing. After giving the Respondent fifteen minutes to present himself for the hearing, during which time he still failed to appear, I determined the Respondent received proper notice of the hearing date and time and nevertheless failed to appear for the hearing. The hearing proceeded in the Respondent's absence. COMAR 28.02.01.23A.



## SUMMARY OF THE EVIDENCE

### Exhibits

I admitted the following exhibits for the Claimant:

- CL C1-8: Photographs, taken in November 2018
- CL D1: Job abandonment history and timeline, various dates; Home Advisor Review, February 28, 2019
- CL F1: Contract, with photographs taken by the Respondent, September 7, 2018
- CL F2: Email correspondence between Claimants and Respondent, September 10 and 11, 2018
- CL F3: Proof of Deposit, September 12 and 13, 2018
- CL F4: Proof of Second payment, undated check
- CL F5: Claimant's Email to the Respondent, November 22, 2018
- CL G1: Estimate from RH Contractors, Inc., March 22, 2019

I admitted the following exhibits for the Fund:

- GF 1: Notice of Remote Hearing, issued January 29, 2021
- GF 2: MHIC Hearing Order, issued January 7, 2021
- GF 3: Home Improvement Claim Form, December 16, 2019
- GF 4: Letter from the MHIC to the Respondent, January 6, 2020
- GF 5: The Respondent's MHIC Licensure History, printed March 1, 2021

No exhibits were submitted on behalf of the Respondent.

### Testimony

The Claimant presented Catherine White as a witness. The Fund did not present witnesses. No testimony was offered on behalf of the Respondent.

## PROPOSED FINDINGS OF FACT

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

1. At all relevant times, the Respondent was licensed by the MHIC as a home improvement contractor.
2. On or about September 13, 2018, the Claimant entered into a contract (Contract) with the Respondent for the Respondent to replace the carpeting and hardwood flooring throughout the Claimant's primary residence in Brooklyn, Maryland (Property) with ceramic tile.

Date	Particulars	Debit	Credit	Balance
1912	Jan 1			
	Jan 2			
	Jan 3			
	Jan 4			
	Jan 5			
	Jan 6			
	Jan 7			
	Jan 8			
	Jan 9			
	Jan 10			
	Jan 11			
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3. The total initial price under the Contract was \$20,550.00, with a third of the payment due upon the signing of the Contract, a third due when the project was 50% complete, and the balance due upon completion of the job.

4. Under the Contract, the Respondent was to do the following:

- Demolish and remove the existing tile in the foyer
- Remove the living room carpet
- Remove and replace existing baseboards
- Install Hardie Backer™ boards in accord with manufacturer instructions
- Install 12 x 24" tiles throughout the Property in a herringbone pattern with 1/8" spacing
- Caulk the spaces between the newly-installed tiles
- Remove all existing molding prior to tile installation
- Replace and caulk molding after installation of new tiles
- Clean up.

5. Under the Contract, the demolition of the existing tile in the entry foyer was initially to be performed by the Respondent without any cost to the Claimant.

6. The Claimant was responsible for providing the materials for the project.

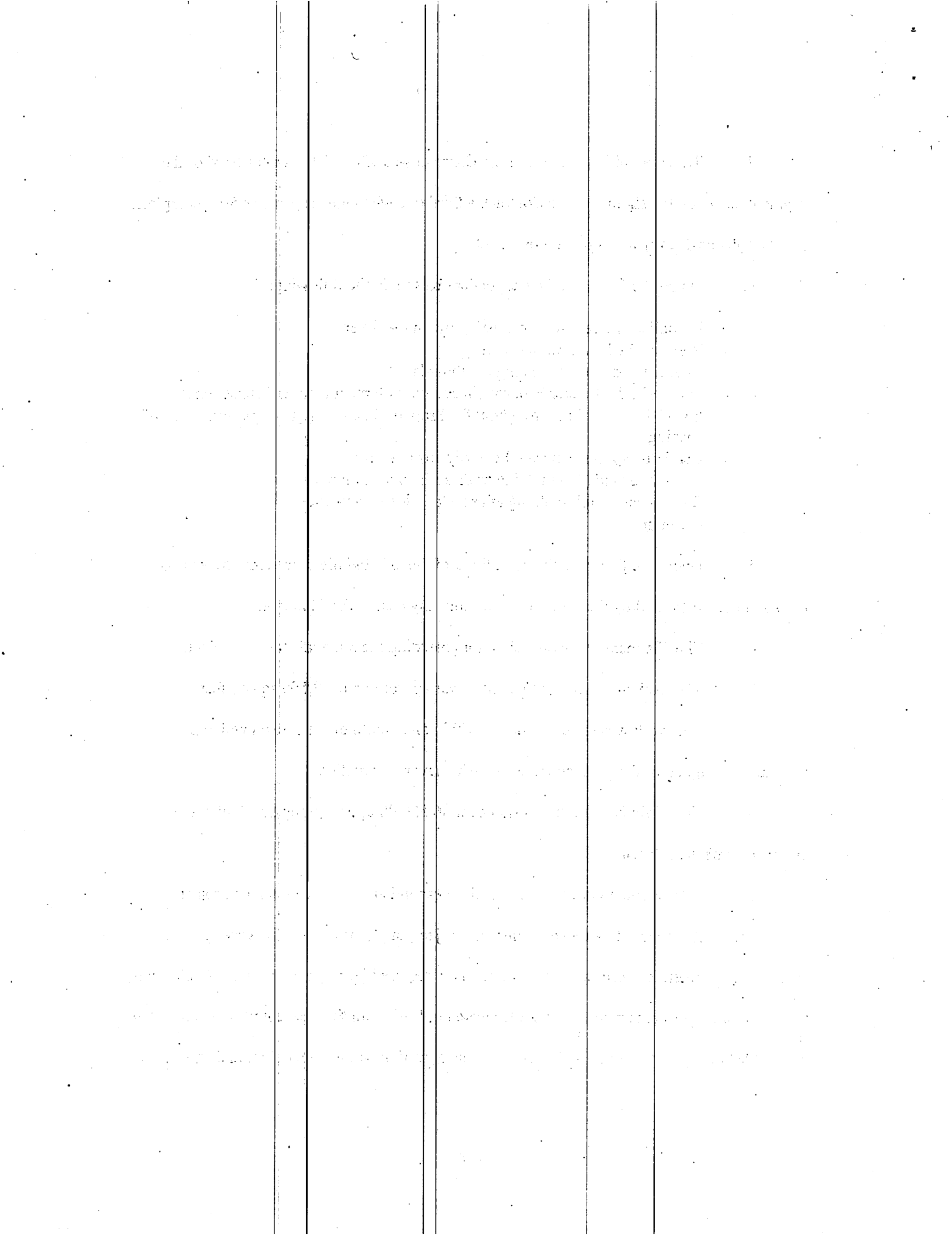
7. The total area that was to be tiled was approximately 2,500 square feet.

8. The work was to be completed within one month of the date on which the Contract was signed or the work commenced, whichever was earlier.

9. The Claimant paid the Respondent \$6,850.00 upon signing the Contract on or about September 13, 2018.

10. On or about October 9, 2018, the Respondent began work on the project.

11. Approximately two days into the project, the Claimant and his wife noticed that several tiles were either misaligned or not laid in the required herringbone pattern. Additionally, there were multiple areas where certain tiles were not flush with the adjacent tiles, which led to noticeable "lippage," the term used to describe the elevation caused when floor and other tiles





are not flatly aligned with one another. (See CL C8.) Lippage presents a tripping hazard, as a person could stub his or her toe or shoe on an elevated section of flooring.

12. In addition to the issues with misalignment, lippage, and inconsistent pattern work, there were also areas of the floor where the space between tiles was greater than the 1/8" called for under the Contract.

13. On October 12, 2018, the Respondent came to the Property and reviewed the existing tile work with the Claimant. The Respondent was dismissive of the Claimant's concerns and insisted he was performing the installation in accord with the tile manufacturer instructions.

14. On or about October 15, 2018, the Claimant laid dry tile on top of some of the newly installed tiles and took photographs to demonstrate to the Respondent there were areas where the tile was not installed in a straight line.

15. Between October 12, 2018 and October 15, 2018, no one reported to the Property to continue installing the tile. Work resumed at the Property on or about October 16, 2018.

16. On or about October 25, 2018, the Respondent requested the Claimant make the second payment under the Contract and the Claimant wrote a check in the amount of \$8,000.00, which the Respondent cashed on or about October 26, 2018.<sup>5</sup>

17. Towards the end of October 2018, the Claimant was concerned with how the Respondent's subcontractors performed the grout work. Specifically, they would place grout over the entire surface of an area of flooring, then scrape up the grout covering the surface tiles. As a result, several sections of the flooring throughout the Property were stained with dry grout. (CL C6-C8.) The grout installation was not done in a manner that was consistent with the manufacturer instructions.

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<sup>5</sup> It was not made clear to me whether the Respondent had actually completed 50% of the project, as required under the Contract, at the time the Claimant made the second payment.

Date	Description	Particulars	Debit	Credit
1901				
Jan 1	Balance			100.00
Jan 5	By Cash		50.00	
Jan 10	To Cash			25.00
Jan 15	By Cash		75.00	
Jan 20	To Cash			100.00
Jan 25	By Cash		150.00	
Jan 30	To Cash			200.00
Feb 1	Balance			500.00
Feb 5	By Cash		100.00	
Feb 10	To Cash			150.00
Feb 15	By Cash		200.00	
Feb 20	To Cash			250.00
Feb 25	By Cash		300.00	
Feb 30	To Cash			350.00
Mar 1	Balance			700.00
Mar 5	By Cash		150.00	
Mar 10	To Cash			200.00
Mar 15	By Cash		250.00	
Mar 20	To Cash			300.00
Mar 25	By Cash		350.00	
Mar 30	To Cash			400.00
Apr 1	Balance			1100.00
Apr 5	By Cash		200.00	
Apr 10	To Cash			250.00
Apr 15	By Cash		300.00	
Apr 20	To Cash			350.00
Apr 25	By Cash		400.00	
Apr 30	To Cash			450.00
May 1	Balance			1500.00
May 5	By Cash		300.00	
May 10	To Cash			350.00
May 15	By Cash		400.00	
May 20	To Cash			450.00
May 25	By Cash		500.00	
May 30	To Cash			550.00
Jun 1	Balance			2000.00
Jun 5	By Cash		400.00	
Jun 10	To Cash			450.00
Jun 15	By Cash		500.00	
Jun 20	To Cash			550.00
Jun 25	By Cash		600.00	
Jun 30	To Cash			650.00
Jul 1	Balance			2500.00
Jul 5	By Cash		500.00	
Jul 10	To Cash			550.00
Jul 15	By Cash		600.00	
Jul 20	To Cash			650.00
Jul 25	By Cash		700.00	
Jul 30	To Cash			750.00
Aug 1	Balance			3000.00
Aug 5	By Cash		600.00	
Aug 10	To Cash			650.00
Aug 15	By Cash		700.00	
Aug 20	To Cash			750.00
Aug 25	By Cash		800.00	
Aug 30	To Cash			850.00
Sep 1	Balance			3500.00
Sep 5	By Cash		700.00	
Sep 10	To Cash			750.00
Sep 15	By Cash		800.00	
Sep 20	To Cash			850.00
Sep 25	By Cash		900.00	
Sep 30	To Cash			950.00
Oct 1	Balance			4000.00
Oct 5	By Cash		800.00	
Oct 10	To Cash			850.00
Oct 15	By Cash		900.00	
Oct 20	To Cash			950.00
Oct 25	By Cash		1000.00	
Oct 30	To Cash			1050.00
Nov 1	Balance			4500.00
Nov 5	By Cash		900.00	
Nov 10	To Cash			950.00
Nov 15	By Cash		1000.00	
Nov 20	To Cash			1050.00
Nov 25	By Cash		1100.00	
Nov 30	To Cash			1150.00
Dec 1	Balance			5000.00
Dec 5	By Cash		1000.00	
Dec 10	To Cash			1050.00
Dec 15	By Cash		1100.00	
Dec 20	To Cash			1150.00
Dec 25	By Cash		1200.00	
Dec 30	To Cash			1250.00
Total			45000.00	45000.00

18. On or about October 27, 2018, the Claimant notified the Respondent of the problems with the grout work. The Respondent recommended purchasing a different brand of grout.

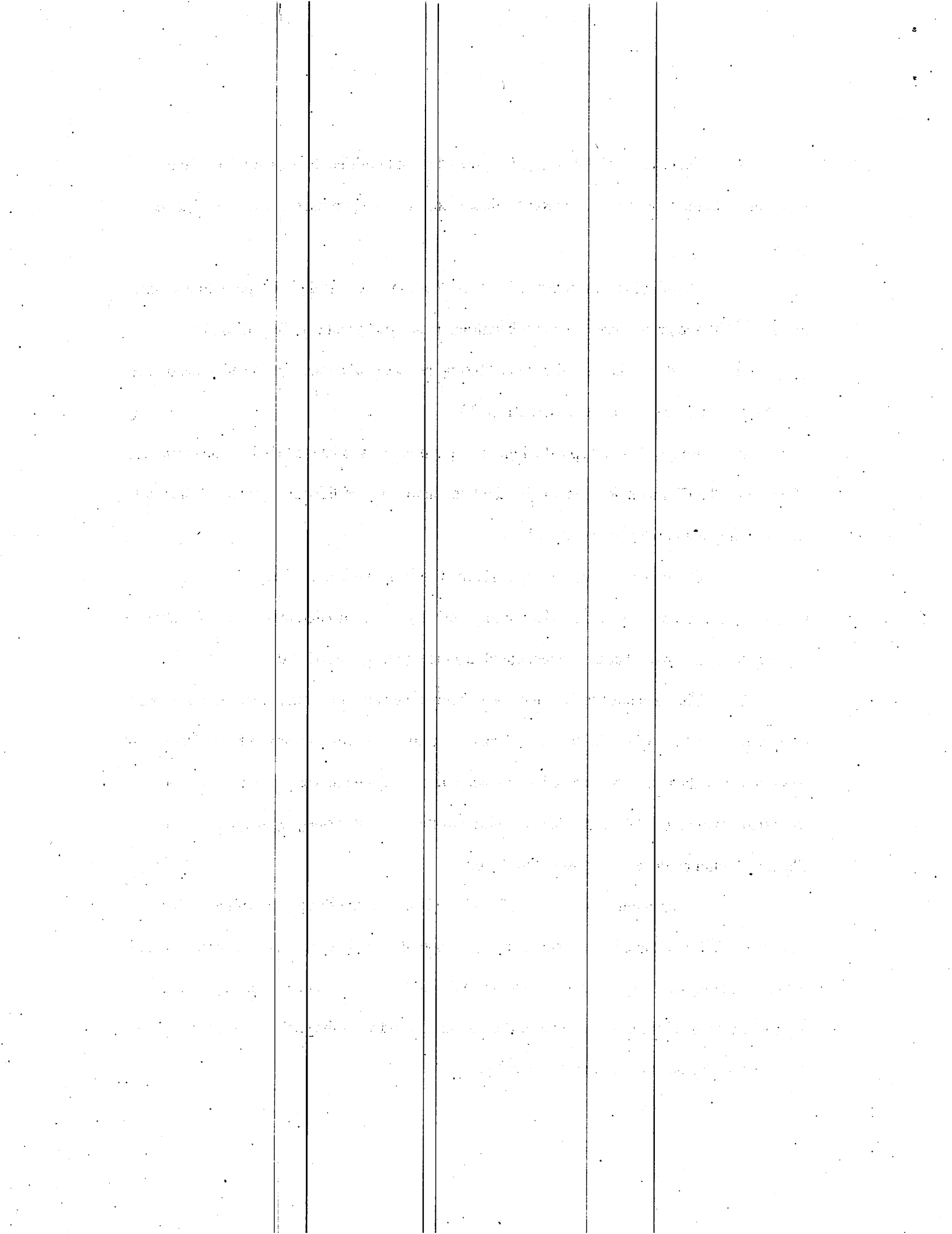
19. On or about November 3, 2018, the Respondent visited the Property to examine the issues with the grout work. As the subcontractors scraped grout off of the tiles, the Respondent advised the Claimant they were "fixing the issue" and requested an advance on the third payment under the Contract. (CL D1, p. 2.)

20. As the Contract specified the final payment was to be made only upon completion of the work, the Claimant declined to give the Respondent any additional payment, as the work was not completed on November 3, 2018.

21. On or about November 5, 2018, the Claimant advised the Respondent that because family members would be visiting for a few days, work needed to halt. The Claimant advised the Respondent that the Project could resume on November 13, 2018.

22. The Respondent did not convey the message about the temporary work stoppage to his subcontractors, who reported to the Property to continue work on November 6, 2018. On that same date, the Claimant received an invoice via email from the Respondent in which he requested payment of \$600.00 for the demolition of the foyer, work he previously quoted to the Claimant would be done at no cost to the Claimant.

23. On or about November 12, 2018, in advance of the resumption of the project on November 13, 2018, the Claimant contacted the Respondent and identified all the issues he had with the existing work and what he hoped to avoid seeing as work resumed. In response, the Respondent advised the Claimant that he did not understand what the Claimant wanted or why the Claimant considered the work to be faulty.



24. On November 14, 2018, the Respondent visited the Property with the Claimant present to review the existing work. The Respondent advised the Claimant that the work looked acceptable to him and he did not understand why the Claimant was unhappy.

25. At some point between November 12, 2018 and November 14, 2018, the Respondent advised the Claimant that he would not return to the Property to complete the project unless he was paid the third and final installment due under the Contract.<sup>6</sup>

26. The Respondent never returned to the Property after November 14, 2018. Additionally, he stopped responding to the Claimant's efforts to contact him.

27. On November 22, 2018, the Claimant sent the Respondent an email in which the Claimant advised that if the Respondent did not reach an agreement with the Claimant, by November 26, 2018, to complete the tiling project, the Claimant would file a complaint with the MHIC. The Respondent did not reply to the email.

28. The Claimant obtained an estimate for another contractor to correct the work performed by the Respondent. RH Contractors, Inc., (RHCI) a MHIC-licensed entity, quoted the Claimant an amount of \$21,767.00, including labor and materials, to complete the same scope of work contemplated under the original Contract. RHCI would remove and replace the existing tile work and complete the post-installation molding work.

### DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3); COMAR 28.02.01.21K(1)-(2). To prove a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the

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<sup>6</sup> The remaining balance on November 14, 2018 was \$5,700.00.



evidence is considered. *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) (“The Fund may only compensate claimants for actual losses . . . incurred as a result of misconduct by a licensed contractor.”). “[A]ctual 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.

There is no dispute that at all relevant times, the Respondent was a licensed home improvement contractor. The Claimant does not have any relationship with the Respondent that operates as a legal impediment to receiving an award from the Fund. Md. Code Ann., Bus. Reg. § 8-405(f)(1). The remaining question, then, is whether the Claimant is entitled to such an award. Based on the evidence, I find that he is.

The evidence demonstrates the Claimant hired the Respondent to perform a significant project at the Claimant’s primary residence: install new tile flooring throughout the entire house, laid in a specific pattern. The Claimant took care, during the contract negotiation phase, to be specific in delineating the scope of work to be performed by the Respondent and the responsibilities to be assumed by the Claimant, and he ensured the expectations of both parties were reduced to writing before the Contract was executed and the first deposit paid. (*See* CL F2-F3.) It is clear from the documentary evidence that the Claimant wanted a herringbone pattern that was uniformly repeated throughout the residence, with thin but precise grouting in the space between the tiles. The Claimant produced photographs of the project, taken in November 2018, which reflect work that is anything but uniform, neat, or precise. There are several areas of the floor, in more than one room of the Property, where tile deviates from the herringbone pattern,

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but there is no discernible reason for the deviation (for example, tile around an entranceway, which might be truncated because of the opening where the door frame exists, or tile abutting an appliance). (CL C1-C4.) The lippage, where one section of tile is not flatly aligned with the sections of tile adjacent to it, can clearly be seen in various areas of the floor. (CL C8.)

Additionally, the grout work is, quite frankly, a mess throughout the house. Even as a layperson, I am stymied by the technique used by the Respondent's workers, which involved covering entire sections of the flooring with grout and then scraping away the grout that was actually applied to the tile (CL C8), a method which is the opposite of precise and which left several panels of tile stained with dried grout. (CL C2, C6-C8.) The overall inadequate and unworkmanlike way the Respondent performed on the project is visible in the photographs.

The inadequacy of the Respondent's work performance was compounded by his dismissive and lackadaisical response when the Claimant and his wife voiced their concerns. Catherine White testified that problems with the work were apparent "almost immediately" once the project commenced. The Respondent and his subcontractors had difficulty maintaining the herringbone pattern as they laid the tiles, and when Mrs. White pointed out the areas where the tiles were either not laid straight or did not conform to the pattern the Claimant specified, the Respondent "wouldn't take any responsibility for the problems in how the tiles were laid." Mrs. White testified the Respondent kept insisting to them that there was nothing wrong with the work, or insinuating that they were being too picky about the details. According to Mrs. White, there came a point in mid-November 2018 when the Respondent advised her and the Claimant that he would not complete the project until the balance of the contract price was paid.

The Claimant and Mrs. White were understandably unwilling to make this requested concession, as the Contract itself specified that the balance of the cost was to be paid upon

1. The first column contains the names of the individuals, including their first and last names, and their titles or positions. 2. The second column lists the dates of the events or transactions, often in a standard format (Month/Day/Year). 3. The third column provides a detailed description of the event, including the location, the nature of the activity, and any relevant details. 4. The fourth column contains numerical values, which could represent monetary amounts, counts, or other quantitative data. 5. The fifth column includes additional notes or remarks, such as the names of other participants, the purpose of the event, or any other pertinent information. The text is organized into a clear, structured format, likely a ledger or a record book, with distinct columns for each type of information. The handwriting is legible, and the overall layout is consistent throughout the page.

*completion* of the project. (CL F1, p. 2.) It is clear that the project was not complete in mid-November 2018. It was not reasonable for the Respondent to base his continued performance under the Contract on a condition that was not specified in the Contract and was, in fact, the opposite of the Contract's clearly articulated terms. I find the Respondent also attempted to play fast and loose with the Contract by adding a charge in the amount of \$600.00 for the demolition of the foyer floor, after advising the Claimant the demolition of that area of the Property would be done at no cost to the Claimant.<sup>7</sup>

The Respondent's performance under the Contract was inadequate and unworkmanlike. It was also incomplete, as the Respondent essentially abandoned the project in mid-November 2018 after the Claimant – acting in a manner consistent with the terms of the Contract – declined to make a payment to the Respondent for the balance of the contract price. There is no evidence demonstrating that the Claimant unreasonably refused to allow the Respondent to correct and complete the existing work. On the contrary, the Claimant specifically asked the Respondent, on November 22, 2018, to reach a mutually-agreeable date by which the project could be completed; the Respondent declined to respond or otherwise avail himself of the opportunity the Claimant presented for him to return to the job. As a result, the Claimant obtained an estimate from another contractor to correct and complete the Respondent's work. The Claimant is entitled to an award from the Fund because he incurred actual monetary losses as a result of the Respondent's inadequate, incomplete, and unworkmanlike home improvement.

Having found eligibility for compensation, I must now determine the amount of the Claimant's actual loss and the amount, if any, that the Claimant is entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney

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<sup>7</sup> The Contract itself also reflects an amount of "\$0.00" for the cost of the demolition of the foyer floor. (CL F1.)

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997	998	999	1000	1001	1002

fees, court costs, or interest. Md. Code Ann., Bus. Reg. § 8-405(e)(3); COMAR

09.08.03.03B(1). The MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work.

In this case, the Respondent performed some work under the Contract, and the Claimant plans to retain another contractor to complete or remedy that work. Accordingly, 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. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

COMAR 09.08.03.03B(3)(c).

Using the above formula, I calculate the Claimant's actual monetary loss as follows:

Amount paid to the Respondent	\$ 14,850.00 <sup>8</sup>
+ Amount paid to correct or complete the work	<u>\$ 21,767.00<sup>9</sup></u>
	\$ 36,617.00
- Amount of original contract	<u>\$ 20,550.00<sup>10</sup></u>
<b>Amount of actual loss</b>	<b>\$ 16,067.00</b>

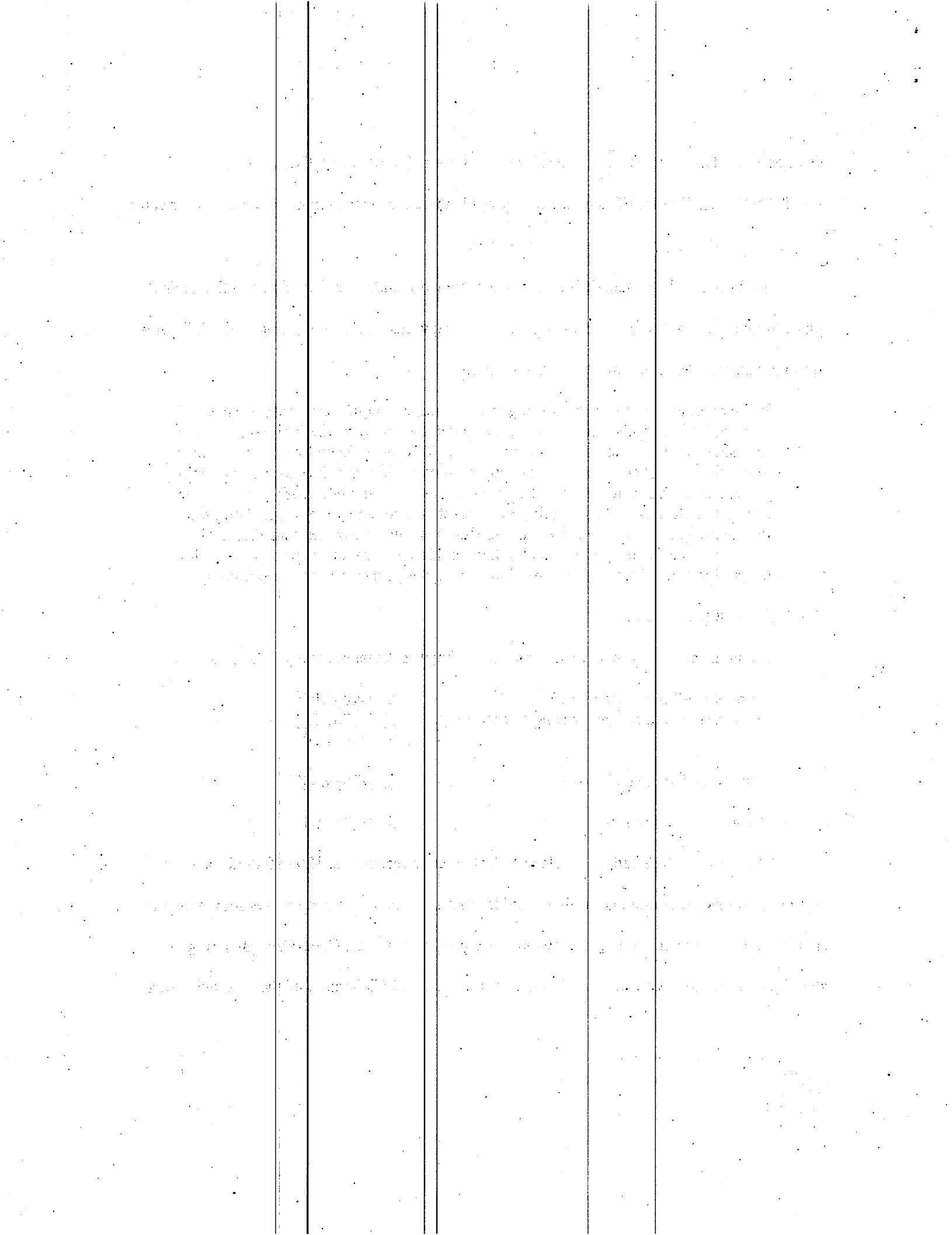
The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor and further provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4),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

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<sup>8</sup> CL F3

<sup>9</sup> CL G1

<sup>10</sup> CL F1, F3



amount that is less than either the statutory maximum or the Claimant's actual monetary loss.

The Claimant is therefore eligible for an award of \$14,850.00, the amount he paid to the Respondent, and I recommend an award from the Fund in that amount.

**PROPOSED CONCLUSIONS OF LAW**

Based on the Proposed Findings of Fact and Discussion, I conclude as a matter of law that the Claimant sustained an actual loss of \$16,067.00 and a compensable loss of \$14,850.00 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 \$14,850.00 from the Fund. Md. Code Ann., Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a).

**RECOMMENDED ORDER**

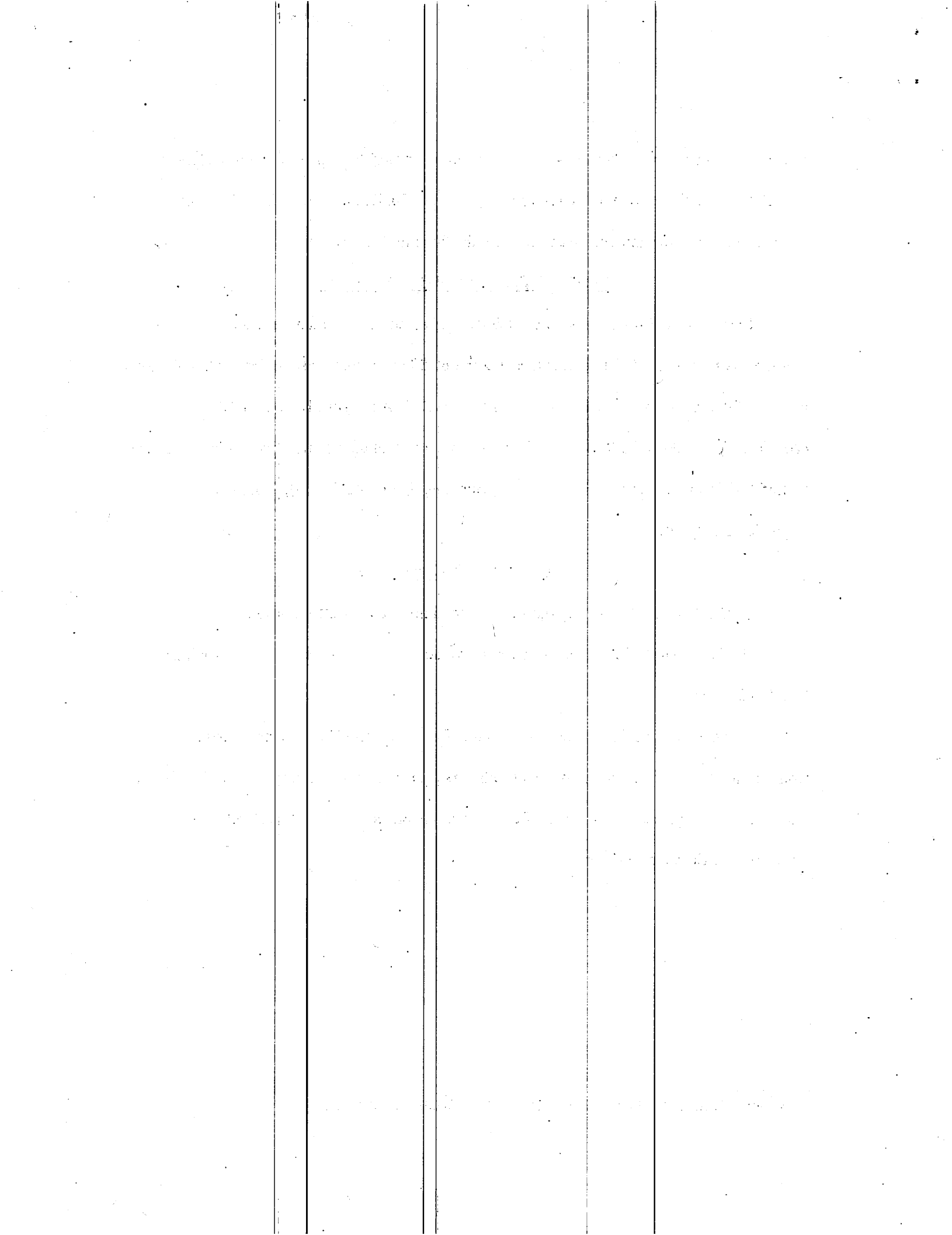
I **RECOMMEND** that the Maryland Home Improvement Commission:

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$14,850.00; 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>11</sup> and

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<sup>11</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.





**ORDER** that the records and publications of the Maryland Home Improvement

Commission reflect this decision.

June 3, 2021

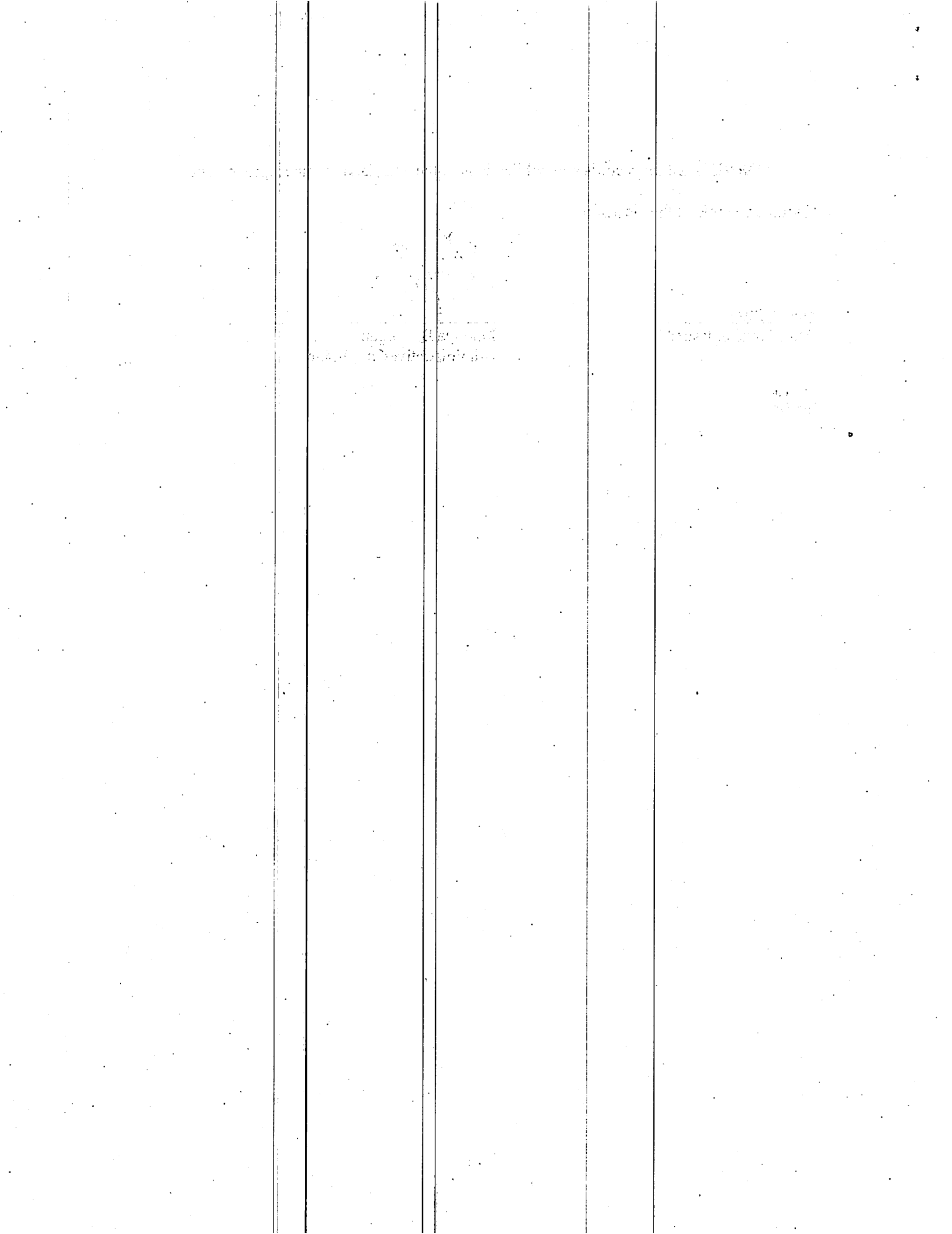
Date Decision Issued



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Latonya B. Dargan  
Administrative Law Judge

LBD/kdp  
#192442



**PROPOSED ORDER**

***WHEREFORE, this 15<sup>th</sup> day of September, 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.***

***Michael Shilling***

***Michael Shilling***

***Panel B***

***MARYLAND HOME IMPROVEMENT  
COMMISSION***

MEMORANDUM

TO : SAC, NEW YORK

FROM : SAC, NEW YORK

SUBJECT: [Illegible]

[Illegible text follows, appearing to be a memorandum body with several lines of text.]

DATE: [Illegible]

BY: [Illegible]

[Illegible text follows, likely a signature block or distribution list.]