IN THE MATTER OF THE CLAIM	*	**BEFORE JEFFREY T. BROWN,**
OF ERICA REINHARDT,	*	**AN ADMINISTRATIVE LAW JUDGE**
CLAIMANT	*	**OF THE MARYLAND OFFICE**
AGAINST THE MARYLAND HOME	*	**OF ADMINISTRATIVE HEARINGS**
IMPROVEMENT GUARANTY FUND	*	
FOR THE ALLEGED ACTS OR	*	
OMISSIONS OF JASON BOBBITT,	*	
T/A J. SCOTT DESIGNS, LLC,	*	**OAH No.: LABOR-HIC-02-22-08007**
RESPONDENT	*	**MHIC No.: 21 (75) 1055**

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PROPOSED DECISION

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

On November 12, 2021, Erica Reinhardt (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund), under the jurisdiction of the Department of Labor (Department), for reimbursement of $19,539.00 for actual losses allegedly suffered as a result of a home improvement contract with Jason Bobbitt, trading as J. Scott Designs, LLC (Respondent). Md. Code Ann., Bus. Reg. §§ 8-401 to 8-411 (2015 and Supp. 2021).[1] On March 29, 2022, the MHIC issued a Hearing Order on the Claim.

[1] Unless otherwise noted, all references hereinafter to the Business Regulation Article are to the 2015 Replacement Volume of the Maryland Annotated Code and 2021 Supplement and will be abbreviated "Bus. Reg.'

On April 4, 2022, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

On August 18, 2022, I held a hearing at the OAH in Hunt Valley, Maryland. Bus. Reg. §§ 8-407(a), 8-312. Hope Sachs, Assistant Attorney General, Department, represented the Fund. The Respondent represented himself. The Claimant represented herself. The Claimant's husband, Gregory Howarth, was also a party to the Contract and was present.

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 (2021); COMAR 09.01.03; and COMAR 28.02.01.

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 the compensable loss?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits offered by the Claimant:

Clmt. Ex. 1 - Photograph, underside of deck and patio before work began, September 7, 2020

Clmt. Ex. 2 - Photograph, underside of deck before work began, September 7, 2020

Clmt. Ex. 3 - Email from Thomas Gabbert to Greg Howarth, June 25, 2020

Clmt. Ex. 4 - Email from Thomas Gabbert to Greg Howarth, July 6, 2020

Clmt. Ex. 5 - Contract between J. Scott Designs, and the Claimant and Mr. Howarth, July 9, 2020

Clmt. Ex. 6 - Notice of Right of Cancellation Form, July 9, 2020

Clmt. Ex. 7 - Photocopy of Check 1857 from the Claimant to the Respondent, $9,995.00, July 9, 2020

Clmt. Ex. 8 - Photocopy of Check 1871 from the Claimant to the Respondent, $9,995.00, October 9, 2020

Clmt. Ex. 9 - Photograph, roof construction, October 2020

Clmt. Ex. 10 - Photograph, partial installation of under-deck drainage system, October 2020

Clmt. Ex. 11 - Photograph, floor of covered patio, October 2020

Clmt. Ex. 12 - Photograph, installed panels of under-deck drainage system, October 2020

Clmt. Ex. 13 - Photograph, partial installation of under-deck drainage system, October 2020

Clmt. Ex. 14 - Photograph, water damage to joists, October 2020

Clmt. Ex. 15 - Text messages between the Claimant and the Respondent, December 3, 2020 through May 11, 2021, including one automated text reply to a phone call

Clmt. Ex. 16 - Photocopy of Check 1881 from the Claimant to the Respondent, $6,000.00, December 11, 2020

Clmt. Ex. 17 - Photograph, patio room ceiling, unknown date

Clmt. Ex. 18 - Photograph, water accumulation on the patio room floor, unknown date

Clmt. Ex. 19 - Claimant's log of telephone calls from the Claimant to the Respondent's cell phone, April 14, 2021 through May 23, 2021

Clmt. Ex. 20 - Screenshot of the Respondent's Facebook page, December 14, 2020

Clmt. Ex. 21 - Photograph, ceiling of the patio room with rusted light fixtures, May 23, 2021

Clmt. Ex. 22 - Photograph, rusted ceiling light fixture, May 23, 2021

Clmt. Ex. 23 - Photograph, water draining from patio room ceiling, May 23, 2021

Clmt. Ex. 24 - Photograph, water beading on ceiling materials, May 23, 2021

Clmt. Ex. 25 - Photograph, interior view of patio room ceiling materials, May 23, 2021

Clmt. Ex. 26 - Flash drive, video of water draining from patio room ceiling, May 23, 2021

Clmt. Ex. 27 - Baltimore County Electrical Permit information page, printed February 7, 2022

Clmt. Ex. 28 - Emails between the Claimant and Tyrone Basham, Baltimore County Chief Electrical Inspector, January 26, 2022 through February 15, 2022

Clmt. Ex. 29 - Photograph of the location of missing paving stones, April 29, 2022

Clmt. Ex. 30 - Photograph of an incomplete gutter, April 29, 2022

Clmt. Ex. 31 - Photograph of a switch plate and unfilled drywall holes, April 29, 2022

Clmt. Ex. 32 - Photograph of the furnace exhaust pipe held up by fabric strand, April 29, 2022

Clmt. Ex. 33 - Photograph of exposed screw holes in wood board, April 29, 2022

Clmt. Ex. 34 - Photograph of the patio room ceiling with skylight, August 14, 2022

Clmt. Ex. 35 - Photograph of a screw protruding from deck board, August 14, 2022

Clmt. Ex. 36 - Photograph of deck screws left on deck, August 14, 2022

Clmt. Ex. 37 - The Outdoor Advantage Estimate, October 12, 2021

Clmt. Ex. 38 - Elite Decks Home Remodeling Estimate, October 2021

The Respondent did not offer any exhibits.

I admitted the following exhibits offered by the Fund:

Fund Ex. 1 - Notice of Hearing, June 8, 2022, and Hearing Order, March 29, 2022

Fund Ex. 2 - MHIC licensing data concerning the Respondent, printed August 2, 2022

Fund Ex. 3 - MHIC letter to the Respondent, November 23, 2021 with Home Improvement Claim Form, November 12, 2021

Testimony

The Claimant testified and did not present other witnesses.

The Respondent testified and did not present other witnesses.

The Fund did not present any 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 registered with the MHIC under No. 117575, and was a licensed home improvement contractor under MHIC license number 5344614, expiration date April 18, 2021.[2]

2. On July 9, 2020, the Claimant and the Respondent entered into a contract to create a screened enclosure (patio room) beneath the Claimant's deck (Contract), to include a "rainfall under deck system" (rainfall system) installed above the space and below the deck surface to divert water into a drainage system and prevent it from entering the patio room. The work also included installing knee walls, ceiling fans, electrical outlets, light fixtures, skylights, and doors.

3. The original agreed-upon Contract price was $29,981.00.

4. A deposit of $9,995.00 was paid to the Respondent on July 9, 2020. A payment of $9,995.00 was made to the Respondent on October 9, 2020, and another payment of $6,000.00 was made on December 11, 2020. The total paid to the Respondent was $25,990.00, leaving an unpaid balance of $3,991.00.

5. The Respondent's workers began work on October 7, 2020.

6. The Respondent commenced installing a rainfall system of his own design to channel water that passed through the boards of the deck onto sloped surfaces installed between deck joists, which would direct rainwater to a gutter system for drainage.

7. During October 2020, the rainfall system devised by the Respondent failed to divert all rainwater away from the patio room, and rainwater entered the patio room.

8. On November 6, 2020, the Respondent performed a "rain test" using a hose to introduce water into the rainfall system, which produced leaks into the patio room.

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[2] The Respondent's license was renewed on May 5, 2021 and remains effective through April 18, 2023.

9. On November 9, 2020, the Respondent and/or his workers caulked and flashed the components of the rainfall system, but the system continued to leak. The system leaked throughout November 2020.

10. The Respondent installed electrical components before the leaks were corrected. The Claimant notified the Respondent in-person on December 2, 2020 that this was improper.

11. On December 3, 2020, the Respondent's workers installed ceiling panels that covered the failing rainfall system and installed additional electrical components. The Claimant notified the Respondent by text message on December 3, 2020 of her concern that installation of the ceiling panels would impede leak testing.

12. On December 14, 2020, the Claimant notified the Respondent by text message that significant leaks continued, and that water was collecting in the ceiling panels.

13. The Claimant last observed the Respondent's workers performing work under the Contract before Christmas 2020.

14. The Claimant and Respondent continued to correspond by text message through March 25, 2021 about continuing work, but work was not performed. The Claimant next contacted the Respondent by text message on April 8, 2021 and April 10, 2021, and by a telephone call on May 11, 2021, but received no reply from the Respondent to any of those contacts.

15. By May 21, 2021, the ceiling panels in the patio room had filled with water, and the electrical fixtures installed in the ceiling showed rust.

16. On May 23, 2021, having no response from the Respondent about work continuing, the Claimant removed ceiling panels and light fixtures to drain water from the patio room ceiling to prevent its collapse.

17. The Respondent did not obtain permits for any work performed at the Claimant's home.

18. In October 2021, the Claimant obtained estimates to repair and replace the work done by the Respondent.

DISCUSSION

The Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Bus. Reg. § 8-407(c)(1); Md. Code Ann., State Gov't § 10-217 (2021); COMAR 09.08.03.03A(3). 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 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." 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." Bus. Reg. § 8-401.. For the following reasons, I find that the Claimant has proven eligibility for compensation.

Statutory Eligibility

The evidence in this case establishes there are no impediments barring the Claimant from recovering from the Fund. The home improvement work was performed on the Claimant's property in Maryland and the Claimant does not own more than three properties. The Claimant is not a relative, employee, officer, or partner of the Respondent; the Claimant is not related to any of the Respondent's employees, officers, or partners. The Claimant did not reject any efforts by the Respondent to resolve the claim. The Contract between the Claimant and the Respondent

does not contain an arbitration provision. The Claimant timely filed the Claim with the MHIC on July 20, 2020. Finally, the Claimant has not taken any other legal action to recover monies. Md. Code Ann., Bus. Reg. §§ 8-101(g)(3)(i), 8-405(c), (d), (f), and (g), 8-408(b)(1).

The Parties' Positions

The Claimant's Testimony

The Claimant detailed her observations and contacts with the Respondent and his employees from the outset of work in October 2020. Within days of the installation of the first components of the rainfall system consisting of white panels[3] between ceiling trusses, it was evident to the Claimant and the Respondent that it was not working. The Claimant informed the Respondent that it was leaking, and the Respondent assured the Claimant that the rainfall system could be made to work with proper flashing and caulking; however, that did not occur. Indeed, it was not clear from the evidence whether the Respondent ever caulked and flashed the components of the rainfall system before the ceiling panels were installed beneath the deck joists, thereby concealing from view the sloped panels of the rainfall system which had been continuously leaking.

The Claimant testified that the leaks continued, with the effect that the rainwater was accumulating in the ceiling panels instead of being diverted by the rainfall system. The accumulation of water in the ceiling resulted in water leaking into and through seams in the ceiling panels and light fixtures installed in the ceiling which, at the very least, caused them to rust if not to become unusable due to risks associated with collected water in an electrical fixture. These conditions existed when the Respondent ceased work by early January of 2021 and continued throughout April and May 2021, when the Claimant tried unsuccessfully to contact the Respondent to learn whether he was coming back to the property to continue work.

[3] The Respondent testified that the panels were made of a synthetic material similar to PVC piping. The sloped panels between the deck joists are different from the ceiling panels in the patio room, which were of a material similar to soffit panels on the exterior of a home.

The Claimant testified that she received no response from the Respondent despite multiple attempts to contact him. She sent text messages to his cellular phone. She called his phone. She responded to a Facebook post by the Respondent which used pictures of her patio room as advertisement for his services. She concluded from his failure to respond to her several attempts that he did not intend to return and that she needed to address the conditions the Respondent left behind.

The Claimant testified that she considered how to immediately address safety issues presented by the Respondent's work. She testified that a significant amount of water had collected in the patio room ceiling panels, which were sagging, and the Claimant was concerned they could collapse downward while family members were under them. The Claimant began removing ceiling panels, which caused large quantities of water to pour out. The Claimant video-recorded one such removal, depicting water pouring out of a ceiling panel as if from a bucket. The Claimant also removed rusted ceiling light fixtures.

The Claimant was required to seek the assistance of another contractor to either cure the defects in the Respondent's workmanship or replace the work entirely. In October 2021, after still receiving no contact from the Respondent, the Claimant obtained two estimates. The first was provided by Elite Decks Home Remodeling, a MHIC licensed home improvement contractor, in the non-itemized amount of $27,000.00. However, the Claimant did not favor this estimate as it provided for a rainwater system above the deck joists. The Claimant testified that she obtained an estimate from The Outdoor Advantage, also an MHIC licensee, in the amount of $23,530.00, which she favored because it included a rainwater system she preferred. The Outdoor Advantage estimate provided a breakdown of cost per task, rather than a lump sum cost, and the scope of work specified on that estimate is tailored to removing and replacing the work performed by the Respondent, including electrical work after proper permits are obtained. The Claimant testified that other

contractors she attempted to retain declined to visit or provide an estimate due to the existence of unapproved electrical work and the likely need to remove the work of another contractor.

The Claimant testified that after she filed her claim with the Fund on November 12, 2021, the Respondent contacted her for the first time since January 2021 and said he could finish the work but that she would have to pay for damage to the patio room ceiling, which she testified had been left full of water by the Respondent. The Claimant stated that when she declined his offer, because she no longer trusted him or his work, he proposed that the parties just part ways, and he would not pursue legal action against her. The Claimant did not accept this proposal. The Claimant testified that she next saw the Respondent in early August 2022, when she looked out her window and saw the Respondent's truck in front of her house. She went to the back of her house and found the Respondent there, taking pictures. The Respondent explained to the Claimant that he was taking a look to see how much of the work had been finished. The Claimant confirmed that the Respondent had come unannounced, and that he had not contacted her in advance before entering her property.

The Respondent's Testimony

The Respondent testified that many of the difficulties he faced in performing the Contract work arose from the fact that he was inventing a rainwater system to fit the Claimant's needs. He explained that a commercial rainwater system such as he envisioned did not exist. He also testified that the seasonal temperatures were to his disadvantage, meaning that as the weather got colder, it became more difficult for available products to work properly, including caulking. The Respondent claimed that in January 2021, he or his foreman informed the Claimant that work would have to stop "until the Spring," when the Respondent would return and complete the job. Instead of returning in the Spring of 2021, the Respondent and his foreman went unannounced and unseen to the Claimant's home on June 2, 2021 to continue working on the job, but when they arrived, they

observed that unknown persons had altered the installation that had been partially completed the preceding year.

The Respondent testified that he considered this alteration of his work to be a breach of contract by the Claimant, and he ceased work and consulted with his attorney about how to proceed as to the Claimant. He testified that his options included suing the Claimant for breach of contract, offering a mutual rescission of the Contract, or offering an addendum to the Contract by which the Claimant would agree to pay the cost of any damaged materials and additional workmanship for anything that had been altered. He did not contact the Claimant to explain that he had been to the house, or what he considered to be his options.

The Respondent acknowledged that he made no direct contact with the Claimant in 2021, and confirmed that between January 2021 and June 2, 2021, he did not speak to or correspond with the Claimant to tell her that he intended to return at any time, to tell her that he was coming back on June 2, 2021 to continue working, or to inform her that he had been to her house at all in 2021.

Concerning the Respondent's lack of contact with the Claimant, the Respondent testified that his foreman was a poor communicator, that communicating with the Claimant had been delegated to that foreman, and that the foreman has since been fired due to his poor communication skills. However, when the Claimant established that her text messages had gone directly to the Respondent's cell phone, which he retains, he continued to attribute his failure to respond to the growth of his company and the failure of his foreman. The Respondent attributed the failure to obtain an electrical permit to the electrician he hired, though he did not dispute that the Contract made obtaining permits his responsibility.

The Respondent acknowledged that there were "some" problems with the rainwater system leaking but that it was his intention to disassemble the ceiling panels when he eventually returned, to correct the leaks in the rainwater system, to reassemble the ceiling panels, and to complete the

remaining work on the Contract. He testified that the job had been very close to completion by January 2021, that it was his intention to complete it, and that nothing had been done to that time that was improper or unworkmanlike. He again repeated that he was building something that did not exist elsewhere. He also repeated that the removal of components, which he observed on June 2, 2021, was a breach of the Contract, but the job could still be completed anyway. The Respondent acknowledged going to the Claimant's home in early August 2022, and said that he apologized to her that his foreman had been a poor communicator. He testified that he said that he still intended to finish the project and that the only reason he did not do so is because he saw that his prior work had been disturbed on June 2, 2021.

Regarding the Respondent's stated intention to finish the project, the Claimant questioned him about why he did not respond to seven or eight phone calls from her, multiple text messages from her, and a comment by her left on the Respondent's Facebook page, asking when her job would be finished, which comment was deleted by the Respondent. The Respondent testified that other people administer his social media content, and that he delegates jobs to other people.

The Respondent Performed an Inadequate and Unworkmanlike Home Improvement

I find the Respondent performed an inadequate, unworkmanlike and incomplete home improvement. The most important item of work that the Respondent contracted to provide was arguably the rainfall system. *See* the Contract, Clmt. Ex. 5, work item no. 3. The ability of the Claimant to obtain the benefit of the patio room to be constructed depended entirely upon a system being installed which successfully directed rainwater that passed through the deck boards elsewhere. The protection and usefulness of every other component of the patio room to be constructed depended on those components being kept dry. The Respondent contracted to provide such a functioning system, but never did.

Photographs of the components of the Respondent's rainfall system show that it consisted of white panels that were cut and fitted between the joists of the deck, just below the deck boards. The intention of the system was to catch rainwater that passed through the deck boards and direct it into a gutter, which would drain it away from the interior of the patio room. In practice, it appears that there were gaps between the white panels and the deck joists through which water leaked each time it rained.

The Respondent's argument that he was creating a rainwater system that does not exist anywhere else does not relieve him of the contractual obligation to provide what he promised, a working rainfall system and other structures not damaged by the system's failure. Indeed, it is not known whether there actually is no such system available, or that the Respondent simply believed he could create a version which would work. It does not matter in any event. He failed to provide a working rainfall system, and as a result, water damage to much of the remainder of the work under the Contract was sustained.

The Respondent's work was inadequate and unworkmanlike. He then left the project partially finished with no clear information to the Claimant about when work would resume. By early January 2021, the Respondent had assured the Claimant that he would return "in the Spring," which most people would understand to be sometime between March and May. The Respondent said he returned on June 2, 2021 to continue the work, without notifying the Claimant that he was coming back, and then left again because conditions on site had been changed. The Respondent's work was undisputedly incomplete, both before and after June 2, 2021.

I also find that the Claimant reasonably concluded that the Respondent had abandoned the Contract, since he did not contact her in any way from January 2021 until after she filed her claim against him with the Fund. The Respondent's claim that he went back to the Claimant's home on June 2, 2021 does not change that. He or his foreman told her in January 2021 that he would return

in the Spring of 2021, but they did not do so. He ignored her attempts to contact him, and in the case of a Facebook post, the attempt was deleted, allegedly by someone to whom he delegated the responsibility to manage such contacts. He provided her with no information about his return, and no reason to conclude that he planned to ever return. He did not present any objective evidence to corroborate his account of what he did on June 2, 2021 or who was with him that day to continue working under the Contract.

The Respondent's repeated claims that others were responsible for his failures to respond to the Claimant are not persuasive. The foreman and the social media administrators were his representatives. Their alleged failures are his failures. Even more pointedly, the Claimant's texts and phone calls were to the Respondent himself, and he ceased replying to them at all.

I find that the Claimant did not reject any reasonable efforts by the Respondent to resolve the claim. If anything, the Respondent threatened the possibility of legal action after failing to communicate with the Claimant for almost a year and leaving her with ceiling and electrical components exposed to water damage and rust. When he finally did contact her sometime after November 2021, he conditioned any effort to complete the Contract on a new concession from the Claimant to pay added costs for taking matters into her own hands when the Respondent disappeared. I also do not find the Respondent's arguments persuasive that little remained to be done, and that all that had been done was workmanlike and proper. The estimates obtained by the Claimant indicate otherwise.

Furthermore, if the Respondent's assessment of the condition of the Claimant's house as it appeared in May 2021 is that it was workmanlike, when she filmed water pouring out of the patio room ceiling and photographed rusted electrical components and inadequate workmanship, then his judgment of his own workmanship is not reliable or credible. His testimony begs the question why,

if the repairs were so simple, the original work was not done correctly from the outset. The Claimant's lack of faith in the Respondent to complete the Contract is not unreasonable.

The Amount of the Claimant's Actual Loss

Having found eligibility for compensation, I must 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 fees, court costs, or interest. 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.

As discussed above, the Respondent performed an inadequate, unworkmanlike and incomplete home improvement and the Claimant intends to hire another contractor to complete the project. 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). The amount of the original Contract was $29,981.00. The Claimant paid the Respondent $25,990.00 pursuant to the Contract, leaving an unpaid balance of $3,991.00. The Claimant will pay $23,530.00 to complete the Contract correctly.

Using the COMAR 09.08.03.03B(3)(c) formula, I calculate the Claimant's actual monetary loss as follows:

Amount paid to the Respondent	$ 25,990.00
+ Amount paid to correct or complete the work	$ 23,530.00
	$ 49,520.00
- Amount of original contract	$ 29,981.00
Amount of actual loss	**$ 19,539.00**

"The Commission may not award from the Fund an amount in excess of the amount paid by or on behalf of the claimant to the contractor against whom the claim is filed." COMAR 09.08.03.03B(4). In this case, the Claimant's actual loss is less than she paid to the Respondent. Therefore, the Claimant is entitled to recover her actual loss of $19,539.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss of $19,539.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015 & Supp. 2021); 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 $19,539.00; 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;[4] and

[4] *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

Amount paid to the Respondent	$ 25,990.00
+ Amount paid to correct or complete the work	$ 23,530.00
	$ 49,520.00
- Amount of original contract	$ 29,981.00
Amount of actual loss	**$ 19,539.00**

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PROPOSED CONCLUSIONS OF LAW

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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;[4] and

[4] *See* Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 21st day of October, 2022, 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