

**AMERICAN ARBITRATION ASSOCIATION
Construction Industry Arbitration Tribunal**

In the Matter of Arbitration Between:

Case Number: 01-23-0005-6149

Julius Dzekewong
(Claimant)

-vs-

Keila's Remodeling LLC
(Respondent)

AWARD OF ARBITRATOR

I, Anthony L. Meagher, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated November 13, 2020, having been duly sworn, and having duly heard the proofs and allegations of the parties, Claimant appearing *self-represented* and Respondent appearing by counsel, hereby AWARD as follows:

This matter having come for an in-person hearing on August 7, 2024, before Anthony L. Meagher, Arbitrator, at the offices of DLA Piper LLP (US), 650 S. Exeter Street, Suite 1100, Baltimore, Maryland 21202. Claimant and Respondent appeared, and, after being duly sworn, testified, called other witness(es) and submitted exhibits which were timely exchanged and/or submitted electronically in this matter in advance of the hearing.

The following award is issued, as of the date indicated below, regarding the claims asserted. Claimant is hereby awarded the amount of \$22,510.00 against Respondent, for the reasons briefly stated below.

Brief Reasons for Award

Claimant sought damages for breach of contract, consisting of costs incurred to repair defective work and costs incurred to purchase materials which Claimant contends that he procured despite Respondent being required to provided them under their contract. I find in favor of the Claimant and award Claimant on his claim against the Respondent the amount of \$22,510.00. The brief reasons for the award are as follows:

1. The terms of the contract between the parties (the "Contract") are not in dispute. The evidence showed that the Contract was in the amount of \$53,160.00 and Claimant has paid Respondent in excess of \$60,000.00. See Claimant's Evidentiary Submission at 44. Respondent did not dispute that it was fully paid under the Contract. Although the Contract did not require a complete home renovation, Respondent acknowledged, and the evidence showed, that the work was intended to remedy defective conditions affecting health and safety at the property, in order to make it habitable. Claimant provided testimony and documentary evidence showing that Respondent failed to perform its obligations to do so.

2. Claimant testified that his property was not insurable because of its condition even after Respondent's work was performed. He introduced a letter from Progressive Insurance indicating as much. In addition, the only photographic evidence of the work performed by Respondent were photographs introduced by the Claimant which show numerous examples of unfinished and poorly performed work and show the corrective work that Claimant paid to have performed.

3. Respondent's main response to Claimant's evidence was that the photos show damage done by squirrels that infested the property and that its work had been accepted and approved by the inspector for the project, Paul Parsons. Based upon the evidence, I find neither of those contentions credible.

4. First, and just by way of example, it is clear that the work relating to the placement of front porch posts had nothing to do with squirrels getting inside the structure; and, when asked specifically about photographs on page 13 and 14 of Claimant's Evidentiary Submission, Respondent admitted the work depicted was not properly performed. It is obvious even to a layperson that this work was shoddy and improper. In addition, I do not find it credible that the conditions shown on pages 8-13 of Claimant's Evidentiary Submission were caused by squirrels getting into the property after Respondent performed the work. Indeed, the photographs following the corrective work shown in Claimant's Evidentiary Submission show no damage at all, let alone the extensive damage that appears in the photos taken before the corrective work was performed.

5. Second, Paul Parsons was not called as a witness, although I issued a subpoena for his appearance when it was requested by Respondent. Testimony at the hearing indicated that Mr. Parsons lives and/or works in the local area. The only evidence presented of Mr. Parsons' views of the work performed directly contradicts that he accepted and approved the work as being properly performed. On page 37 of Claimant's Evidentiary Submission, there is an email from Mr. Parsons in which he states that he "did a site visit today (9/20/21), and the exterior work alone is still questionable. The new front posts are completely wrong. There is no way that the local municipality would approve this work." He continues by explaining the specific nature of the defects in that work. He adds that there is no evidence of a final permit for the rear step work "despite numerous requests." Finally, he states that "I do believe that additional work has been performed on the property without complete compensation, however much of the work listed in the scope is sub standard and not performed in a workmanlike manner." These statements are corroborated by the photos that Claimant introduced at the hearing.

6. For these reasons, I find the Respondent breached the contract and that Claimant suffered damages as a proximate result of that breach, consisting of the cost of repairing the defective work. Claimant's evidence of incurring costs for materials that he claims should have been provided by Respondent under the contract was insufficient, and I find no amount due on account of those claimed amounts.

7. Claimant introduced evidence that he paid \$19,900.00 to Willie Home Improvement to repair defective work. He also provided an estimate in the amount of \$48,785.89 (plus \$7,317.00 for contingency), but the evidence was not clear as to what portion of this work already had been performed (and much of it appears to have been, such as the front-door entrance, siding, fascia and soffit repairs, and painting). I do find that the work on the railings in the house was plainly substandard and the same was true of the work relating to the vanity in master bath. The evidence showed that these conditions have not been corrected. The estimates relating to that work appear reasonable, so I award the amount of \$380.00 for the railing work and \$2,230.00, which is 1/3 of the \$6,689.00 amount claimed for three items of work listed together in the estimate (restroom light, Master bath's vanity and first floor entrance). This brings the total amount of damages I find to correct the defective work to \$22,510.00.

8. I find no evidence that replacement of the exterior basement door was included in the contract and the evidence was conflicting on whether the top of the retaining wall was properly finished. Claimant indicated that the blocks were neither capped nor filled and claimed damages for the estimated cost of capping the wall. Respondent testified that he filled the block and doing so was an appropriate way to finish the wall. The contract does not address any retaining wall cap and I could not determine from the photos submitted whether the block was filled. Claimant bears the burden of proof on his claims and failed to prove that the block was neither filled nor capped. As a result, I award no damages relating to the exterior basement door or capping the retaining wall. All other items are either addressed in the amounts reference above or the evidence was insufficient to sustain an award of damages for them.

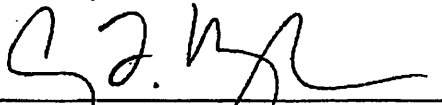
The administrative fees of the American Arbitration Association totaling \$1,725.00 shall be borne one half by each party, and the compensation of the arbitrator totaling \$1,750.00 shall be borne one half by each party. Therefore, Respondent shall reimburse the sum of \$862.50, representing that portion of said and expenses in excess of the apportioned costs previously incurred by Claimant.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

I, Anthony L. Meagher, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instruction which is my Award.

Dated: September 3, 2024

Arbitrator:


Anthony L. Meagher

**IN THE MATTER OF
THE CLAIM OF JULIUS DZEKEWONG
AGAINST THE
MARYLAND HOME IMPROVEMENT
GUARANTY FUND ON ACCOUNT OF
ALLEGED VIOLATIONS OF
WILDER BLANCO t/a KEILAS'
REMODELING, LLC**

**MARYLAND HOME
IMPROVEMENT COMMISSION**

Case No. 22(75)1257

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FINAL ORDER

On this 5th day of February 2025, Panel B of the Maryland Home Improvement Commission ORDERS that:

1. Pursuant to Business Regulation Article, §8-408(b)(3)(i), Annotated Code of Maryland, the Claimant has provided the Commission with a copy of a final arbitrator's decision dated September 3, 2024, in which the arbitrator found on the merits that the conditions precedent to recovery, as set forth in Business Regulation Article, §8-405(a), Annotated Code of Maryland, have been met, and found that the Claimant sustained an actual loss of \$22,510.00.
2. The Commission advised Respondent that the Commission intended to award the Claimant \$22,510.00 and that the Respondent had 21 days to submit to the Commission any reasons why the Commission should not pay the award to the Claimant.
3. The Respondent did not reply to the Commission's letter.
4. The Commission directs payment from the Home Improvement Guaranty Fund of \$22,510.00 to the Claimant, Julius Dzekewong.
5. Pursuant to Business Regulation Article, §8-411(a), Annotated Code of Maryland, any home improvement licenses held by the Respondent, Wilder Blanco t/a Keilas' Remodeling, LLC, shall be suspended, and the Respondent shall be ineligible for any home improvement licenses

until the Respondent has repaid any money paid from the Home Improvement Guaranty Fund pursuant to this Order, with 10 percent annual interest.

6. The Commission shall be subrogated to all rights of the Claimant in the claim up to the amount paid from the Guaranty Fund to the Claimant.

7. The records and publications of the Maryland Home Improvement Commission shall reflect this decision.

Bruce Zuckenkash
Chair