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Commissioner Steve Strode

Making Diversity, Equity, and Inclusion a Priority

Steve Strode, Real Estate Commissioner

This year has challenged us in more ways than we ever expected. When we began to compile articles for this month's Oregon Real Estate News-Journal, the COVID-19 pandemic was top of mind. Then we witnessed the murder of George Floyd, and the nation

viewed it as a call to action. This call isn't responding to an isolated event, but rather an attempt to heal a long-opened wound.

So why am I, the Real Estate Commissioner, commenting on this since the protests are in response to policing in America? It's simple. Because we are all interconnected, and the real estate industry (residential, commercial, and property management alike) plays a key role in community building. In response to the protests, leaders across the spectrum have all weighed in on the challenges that remain – Realtor associations, real estate brokerage owners, Inman contributors,

and corporate executives from all industries.

The systemic problems that are being protested are multi-faceted and directly involve the legacy of housing inequality, too. Recent reports, such as the well-circulated Newsweek investigation, illustrate that discrimination is not just historical — it remains real today. And while that investigation was not in Oregon, we continue to have challenges in our own backyard.

Governor Brown has made diversity, equity, and inclusion (DEI) a top priority for her administration. Throughout my years in the industry I have made this a priority too — serving on state and national diversity committees, housing opportunity committees, and a community grant review panel.

Here at the Agency, DEI is essential. Since becoming Commissioner, I've played an active role in cultivating a more representative pool of potential Real Estate Board member

Please see Diversity a Priority on page 3



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IN THIS ISSUE

Making Diversity, Equity, and Inclusion	Agency Em
a Priority <u>1</u>	Oregon Rea
Precedent under COVID-192	Update
COVID-19 Addendum: Avoiding	Authorization
Unintentional Consequences 4	Temporari
Commission Sharing Versus Referrals 7	Veterans' To
CFO Recognizes Agency for Financial	Current E
Excellence8	Administrati

Agency Employees Retire8
Oregon Real Estate Agency Coronavirus
Update9
Authorization for Military Spouses to
Temporarily Sell, Manage Real Estate. 10
Veterans' Tools for Recovering from
Current Economic Crisis 10
Administrative Actions11

Precedent under COVID-19

Steve Strode, Real Estate Commissioner

I hope this message finds you in good health and making your way in these unique times. While COVID-19 continues to be top of mind, terms like "unprecedented" and "new normal" have characterized our conversation. But they have currency for only so long. We've let the terms sink in. And now, in some cases, we're already tired of hearing them. Our best path forward is to know and understand the examples of "precedent" and "normal" that are all around us.

On May 20th, the state Office of Economic Analysis released the most recent Oregon Economic and Revenue Forecast. It's an informative report that I encourage Oregonians to read. Two recurring themes standout: We have tough times ahead, and the virus controls the timeline. We will need to recover under far different circumstances than prior challenges, such as the 2008 crash or, before that, the tragedies of 9/11. However, the real estate industry is drawing upon lessons learned during both periods on how to persevere and rebound, and — if past history is any indication — it will help lead the economy out of the next recession. Housing is essential, as the term "Stay Home, Save Lives" emphasizes. I think it'll be a hybrid of "back to the basics," to show a licensee's value proposition, plus stepping up one's game to incorporate the best technology to benefit consumers. To adapt, improvise, and overcome won't be easy. Here at the Oregon Real Estate Agency, we are faced with similar challenges. In response, we are continually implementing and reevaluating new ways to do business. Regardless of the circumstances, our priority is to offer licensees and the public outstanding customer service.

I recently attended the spring governance meetings for both the Association of Real Estate License Law Officials (ARELLO) and the National Association of Realtors (NAR). Both were moved to an online format, and members from both ARELLO and NAR were disappointed we could not meet in person. However, both appreciated

the benefit of engaging with an additional population of members — at a time that both organizations wish to demonstrate their longstanding value and willingness to help.

The Oregon Real Estate Board is comprised of licensees from various business specialties. To guide our decision-making, the Agency relies on their advice and experience to understand what is going on the marketplace. For this month's Oregon Real Estate News-Journal, a few members have shared their perspectives for us to share with you.

Lawnae Hunter, Plus Property Management, Bend

Lawnae's company made an early effort to keep the lines of communication open between tenants and landlords, with many landlords making accommodations for tenants who needed it. "For the month of May, I am happy to say we collected approximately 88% of the scheduled rent due, with similar numbers for April."

Lawnae is surprised by how few tenants have given notice that they were moving out. "There is a slight trend of young tenants moving back with their parents." In fact, she says there have been many tenants calling before their leases expire asking for new leases. "Some have mentioned a concern that there could be an influx of new tenants relocating to Oregon due to the rural culture and good record on the virus outbreak. They wanted to lock in their rent."

Her company is posting videos of vacant properties on the day they are available and increasing use of social media in an effort to maintain occupancy rates. Lawnae is amazed at how potential tenants have embraced virtual tours. "We frequently get multiple applications on a property and no one has seen it!" When a property is shown in person, office personnel wearing a mask will always be present to sanitize the front door knob upon entering and leaving.

Social distancing and safety is also im-

June 2020

portant when it comes to property maintenance. "If the tenant is comfortable having a repair person in their home, we are completing most repair requests." If the tenant prefers to wait, the repair will be completed after social distancing guidelines are lifted. "All health and safety repairs are handled immediately." Tenants can choose to be present for the repair or not.

Dave Hamilton, Income Property Management, Portland

"In the commercial property management world, things are up in the air." With offices currently closed and people working from home, Dave thinks there could be a trend toward downsizing office spaces.

"I think that we need to take some lessons from 2008. Tenants, landlords, and lenders need to work together and work out solutions so that we can get through the economy being shut down."

Alex MacLean, Commercial Realty Advisors Northwest, LLC, Lake Oswego

Alex expects more bankruptcies as big retailers in every category find ways to continue to exist, with the exception of grocery stores, fast food, and gas stations that seem to be thriving. "We will see a resetting of the way retail is functioning in every category." For example, Alex says the salad bars, hot food bars, and dine-in areas in grocery stores are gone for at least the short term. "Drivethrus for restaurants have been a life saver, allowing them to continue, to the disappointment of dine-in restaurants only able to offer to go." He adds, "The delivery of grocery and meals is changing the landscape of how people shop. It will have a lasting impact."

"The world of retail is going to continue to evolve, and it won't end in the next several months. This will last for several years." The need for space will reduce. "Retailers will tend to get smaller and more efficient, just we are seeing with office space."

Alex points out that we all have our own retail experiences that informs us on how the retail market is currently doing, as opposed to other areas of the market, Alex says. "I'm curious how the consumer will respond."

Kim Heddinger, Golden Realty, Eugene

"The first three weeks of the stay at home order I mostly spent holding all of our pending transactions together." Kim was happy that, out of six pending sales, only one ended with a buyer backing out of the sale the day of closing.

After the three- to four-week mark of the COVID-19 shutdown, Kim shifted her attitude to believing that there were people who still needed to buy and sell homes."From that moment forward, I sometimes have to remind myself that we are in the middle of a pandemic."

Kim is shocked seeing the residential market rebound to almost pre-COVID-19 levels. "In certain price ranges and locations, we are still receiving multiple offers. In other locations and across price ranges, the market is weathering this storm remarkably well."

She is happy to see the resourcefulness of brokers working in cooperation with banks, appraisers, title companies, and inspectors. "Due to early modifications made by brokers and their affiliates, I am happy to report that they have all created amazing workarounds to get the job done."

Diversity a Priority

Continued from page 1

appointees to recommend to the governor. We have made progress in creating a more diverse workplace. Additionally, we have made outreach a priority, including collaborating when possible with the Diversity Committee at the Oregon Association of Realtors.

Our work continues, and you can expect periodic updates from the Agency. In the meantime, please reach out to us with your suggestions and feedback. Because unless all groups have a seat at the table, not all voices can be heard.

Views from the Board

COVID-19 Addendum: Avoiding Unintended Consequences

Patricia Ihnat, Oregon Real Estate Board Member



Patricia Ihnat

"Views from the Board" features the opinions of Real Estate Board members. The views expressed are not necessarily those of the Oregon Real Estate News-Journal, the Oregon Real Estate Agency or Agency staff. The information provided does not, and is not intended to, constitute legal advice; instead, all content, is for informational purposes only.

Overview

Oregon Real Estate Forms, LLC, recently created the OREF 096, a one-page agreement entitled SELL-ER AND BUYER DEFERMENT AGREEMENT. In the document footer, it's referred to as COVID-19 ADDENDUM.

The COVID-19 Addendum was created to help sellers and buyers address contract performance issues arising from certain virus-related circumstances. In essence, this Addendum provides that a party who is unable to meet a deadline under the purchase and sale agreement must

give notice to the other party, with the result being that contract deadlines are extended by a specified number of days.

This article presents an overview of what the Addendum says, and the variety of ways it may be interpreted. Becoming familiar with the language in the Addendum — and the ways in which the intent of the parties can be clarified — will help avoid unintended consequences.

Extraordinary Circumstances

The COVID-19 Addendum provides:

If a party is unable to meet a specific deadline under the Purchase and Sale Agreement due to one or more of the following matters:

- a) quarantine ordered by an attending physician or governmental authority;
- b) hospitalization of a party or a party's immediate family member;

- c) the inability of a vendor, agent, lender, attorney, or governmental agency whose cooperation is required to perform;
- d) similar impediment related to the COVID-19 emergency that is outside the reasonable control of the delayed party.

The delayed party must, as soon as possible, give notice of the condition to the other party in writing and all deadlines contained in the Purchase and Sale Agreement shall be extended for _____ business days (20 if not filled in).

Subsections (a) and (b) provide clear guidance

Doctor-ordered quarantine, hospitalization of a party, or hospitalization of a party's immediate family member all fall squarely within subsections (a) and (b). These are specific circumstances that may result in an extension of contract deadlines if invoked by a delayed party.

Subsection (b) also includes quarantine ordered by a governmental authority. Note that government-ordered quarantine is not the same as government-ordered stay-at-home or shelter-in-place directives. Government-ordered quarantine applies to individuals or classes of individuals who have been exposed to the virus, or who may have been exposed to the virus. For example, quarantine may be mandated for individuals returning from international travel, or for health care workers who have been exposed to coronavirus patients. Government-ordered quarantine may be based on federal or state orders, which may vary from state to state.

Subsection (c) addresses many different possibilities

A myriad of circumstances can be addressed by the language in subsection (c). Examples include lender's funding delay with no fault on the buyer's part, final building inspection of new home delayed by permitting municipality with no fault on seller's part, completion of agreed-upon repairs delayed by vendor with no fault on seller's part, or delay in delivery of HOA documents through no fault of either party.

Subsection (d) may be more problematic

It is difficult to predict circumstances that would constitute a virus-related impediment to timely performance that is "outside the reasonable control of the delayed party," and that does not fall within subsections (a), (b), or (c). Could a buyer claim that the sale of his existing home has been delayed by his inability to fully market the home due to a stay-at-home directive issued in his state or city? Is such a claim sufficient to extend buyer's deadline to remove that contingency? Could a seller delay closing because seller has changed plans to move to an assisted living facility where a coronavirus case has been diagnosed, or because seller is moving to another state and is fearful of contracting the virus while traveling on a commercial airline? Would seller's age or medical fragility make a difference?

What if the other party does not agree that the delayed party's circumstances fall under this subsection? If a client is concerned about the broad language contained in subsection (d), it may be appropriate to amend the COVID-19 Addendum by limiting, or striking, this subsection.

Extension Period

The COVID-19 Addendum extends contract deadlines by a specified number of *business*—not calendar—days. If the parties don't include an agreed-upon number of days, the Addendum provides for an extension of 20 business days. Consider the impact of an

extension as you and your client determine whether to specify a shorter or longer period of time in the Addendum.

Application of the COVID-19 Addendum

The Addendum provides that "all deadlines contained in the Purchase and Sale Agreement shall be extended." Typically, many of the separate addendums and agreements executed by sellers and buyers concurrently with or subsequent to their sale contract are considered to be part of the purchase and sale agreement. Does the Addendum apply to all of the parties' agreements and addendums? Perhaps it does not. It is important to note that the COVID-19 Addendum contains the following limiting language:

This agreement is intended by the parties to be a temporary modification of the **original Purchase and Sale Agreement** and all other terms and conditions, except as modified herein, are in full force and effect.

[Emphasis added.]

The COVID-19 Addendum applies only to deadlines contained in the "original Purchase and Sale Agreement." It is clear that the Addendum would apply to the sale contract form, e.g., Residential Real Estate Sale Agreement (OREF 001) or other sale contract, e.g., builder's sale contract. Presumably, the "original" purchase and sale agreement consists of the sale contract, plus the agreements and addendums executed concurrently with the sale contract. However, the language quoted above is not clear on this point, and may result in disputes regarding whether the COVID-19 Addendum applies to all or some of the deadlines contained in the parties' separate agreements and addendums.

For example, if the parties sign a Contingent Right to Purchase (OREF 083), would the COVID-19 Addendum apply to extend buyer's deadline for responding to seller's notice that seller has received another acceptable offer? The Contingent Right to Purchase specifically provides that it "shall become part of the Real Estate Sale Agreement." Would it make a difference if the Contingent

Please see COVID-19 Addendum on page 6

COVID-19 Addendum

Continued from page 5

Right to Purchase was signed concurrently with the original sale contract?

Or, for example, if the parties execute an Agreement to Occupy After Closing (OREF 054-1), would the COVID-19 Addendum apply if a seller is ordered into quarantine or is hospitalized? Would seller's post-closing occupancy term be extended by this Addendum? The Agreement to Occupy survives closing and therefore does not include language stating that it shall become part of the real estate sale agreement. While it is likely that the COVID-19 Addendum cannot be invoked to extend the seller's post-closing occupancy period, a seller may argue that this Agreement is part of the "original" purchase and sale agreement because it was executed at the same time as the sale contract and formed a critical part of the parties' agree-

Drafting to Avoid Disputes

As discussed, disputes may arise regarding which of the parties' agreements, addendums, and deadlines are affected by the COVID-19 Addendum. Parties may dispute whether their separate agreements and addendums are part of the "original purchase and sale agreement" to which the COVID-19 Addendum would apply. Reducing the risk of a dispute over which deadlines are extended by the Addendum requires careful consideration of your client's intent at critical times throughout the purchase and sale transaction. Identifying issues and drafting clarifying language will depend on the circumstances of each transaction.

Clarifying language can be incorporated into the sale contract and the parties' concurrent agreements and addendums. The COVID-19 Addendum can be amended for clarity if appropriate. Post-contract agreements and addendums can include language addressing whether the COVID-19 Addendum will apply.

If the COVID-19 Addendum will be signed concurrently with the original pur-

chase and sale agreement, it may be appropriate to include language in the Addendum clearly describing which agreements and addendums will — or will not — be affected by the COVID-19 Addendum. Additional language may be appropriate to provide, for example, that the parties intend the COVID-19 Addendum to apply only to their sale agreement form — OREF 001, for example. Or, the parties may intend the Addendum will apply to the sale contract and to all agreements and addendums executed on the same date as the contract. Or, the parties may agree that the COVID-19 Addendum will apply to the sale contract and to those agreements, addendums, or deadlines they have identified. Or, the parties may express an intent to apply the COVID-19 Addendum to all deadlines in all documents, including the sale agreement plus all agreements and addendums regardless of when executed and notwithstanding the limiting language in the Addendum. Drafting additional clarifying language will depend on the parties' intent and the particular issues identified in the transaction.

If the parties are entering into an agreement or addendum later in the transaction, they will want to consider including additional language to clarify whether their previously-executed COVID-19 Addendum will apply to the post-contract agreements and addendums.

If the COVID-19 Addendum will be executed after the parties have entered into their purchase and sale agreement, similar considerations are necessary. Will the Addendum apply to all or some of the concurrent- and post-contract agreements or addendums? The parties' intent may be expressed by modifying the COVID-19 Addendum, e.g., Notwithstanding the provisions set forth herein, this Deferment Agreement shall — or shall not — apply to [identify the agreements, addendums, or deadlines to which the COVID-19 Addendum will — or will not — apply].

Please see COVID-19 Addendum on page 7

Commission Sharing Versus Referrals

Steve Strode, Real Estate Commissioner

The Oregon Real Estate Agency publishes all of its disciplinary actions in the Oregon Real Estate New-Journal. These actions result from a complaints filed against licensees, submitted by a variety of sources — such as consumers, other licensees, other state agencies, or by the Agency.

While investigations leading to discipline comprise a significant part of workload for our Regulation Division staff, another significant yet equally important component of the Agency's workload is determining when no action against a licensee is warranted.

One type of complaint we'd like to share is related to commission sharing. Oregon does not allow sharing of commission to a non-licensed individual, as outlined in Oregon Revised Statute (ORS) 696.290. Oregon does permit, however, paying referral fees to nonresident real estate brokers so long as they do not conduct any professional real estate activity in Oregon. The statute even permits payment of referral fees to brokers without a license if they reside in a country that does not have a licensure requirement.

Since the statute was written, new business models have developed in various jurisdictions throughout the country to allow for rebates, incentives, gifts, and the like to be paid to consumers. Since these business models have formed, some jurisdictions (currently 10, including Oregon) maintain this prohibition against paying non-licensed individuals, while most do not.

The Agency has received complaints and inquiries from licensees on the matter of incentives or gifts being paid to Oregon consumers after the transaction has closed. In these particular transactions, a referral fee is paid to an out-of-state broker by the Oregon principal broker at closing in exchange for referring that consumer to the Oregon licensee. That out-of-state brokerage conducts no other business in Oregon, as required by ORS 696.290, and therefore qualifies for the

referral fee payment. However, that out-ofstate brokerage operates in a state in which giving a post-closing gift card or payment is permissible.

In consultation with the Oregon Department of Justice, the Agency has determined that once a referral fee has been paid to the out-of-state broker, it is subject to the statute and rules of that other jurisdiction. The Oregon Real Estate Agency only has regulatory authority over Oregon licensees and does not regulate what an out-of-state broker does with their legally earned referral fee.

ORS 696.290 has not changed. An Oregon principal broker may not share any of their commission in any form, such as a rebate, incentive, or gift, to any person in Oregon who does not hold a real estate license.

COVID-19 Addendum

Continued from page 6

Conclusion

Extraordinary care in drafting sale contracts, agreements, and addendums is always necessary, even more so in these uncertain times. The COVID-19 Addendum (OREF 096) provides an excellent framework for the parties to use as a starting point. Depending on the circumstances, the parties may want to consider additional language or revisions resulting in a more precise expression of their intent. This is the best approach to avoiding disputes and unintended consequences.

Editor Note: Pat Ihnat is an attorney at Fidelity National Title and a public member of the Oregon Real Estate Board. She received her law degree from the University of Arizona and is a member of the State Bar Associations in Oregon, California, and Arizona.

CFO Recognizes Agency for Financial Excellence

The Oregon Real Estate Agency received two awards for its financial reporting in the fiscal year ending June 30, 2019.

The Oregon Department of Administrative Services (DAS) Chief Financial Office's Gold Star Certificate is given to state agencies that provide accurate and complete fiscal year-end information in a timely manner and for achieving statewide accounting goals. The Gold Star Certificate is the state agency equivalent of the internationally recognized Government Finance Officers Associations (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

The Accounts Receivable Honor Roll Certificate was created by DAS Chief Financial Office to recognize state agencies that submit accurate reports by the due dates. This is the first year this award has been given out.

The Agency's accountant, Caty Karayel, led the Agency's effort in earning these awards.

Agency Employees Retire

Danette Rozell retired on March 31 after nearly 14 years with the Oregon Real Estate Agency and 30 total years of service with the state of Oregon. She started with the Agency in 2006 and has worked in many divisions of the Agency. Her last position was as a Compliance Specialist in the Education and Licensing Division, where she conducted clients' trust account reviews.

One of Rozell's favorite Agency memories was a field trip with John Baker, then of Ned Baker Real Estate in Salem. The goal was to see what licensees were experiencing on a daily basis. Baker's wife had made a delicious lunch for the group to eat while they visited some of Baker's rental properties. "There wasn't time in our schedule to actually go out to any fancy restaurant," said Rozell. Baker was so generous with his time and expertise, and also so involved with the community, that it left an impression on Rozell. "It was truly a day filled with work, training, and fun."

Rozell acknowledges that it is an odd time to start retirement. "With the CO-VID-19 experience beginning to be so overwhelming for everyone, my husband and I have not exactly been able to have what we thought we would be experiencing for our so called 'Golden Years," she said. Rozell and her husband are avid golfers and have

been enjoying games in the fresh air. They look forward to visiting their family soon.

Deanna Hewitt retired on May 31 after 22 years with the Agency. She was hired on June 1, 1998, as an Investigator/Auditor, investigating complaints against real estate licensees and escrow agents.

In August 2013, Hewitt was promoted to the position of Compliance Specialist 3. "I truly enjoyed being an Investigator/Auditor and meeting so many wonderful people. It was a hard decision to move to a new position with the Agency." She directed the compliance efforts of the Agency, assisted the Regulation Manager with incoming complaint reviews, and served as lead worker for Investigator/Auditors. "I've had the honor to work with several wonderful individuals, many of whom are with the Agency at this time. The Agency staff work hard as a team and is the strongest team I have had the pleasure to work with. They are knowledgeable and strive to assist the licensees, the public, and each other in a professional manner," said Hewitt.

In retirement, Hewitt will not only miss coworkers but the many licensees she had the pleasure of meeting. She is looking forward to traveling, working on her small ranch, riding horses, and spending more time with her husband, family, and friends.

Oregon Real Estate Agency Coronavirus Update

As the state begins the process of reopening, COVID-19 still poses a threat to our communities. The Oregon Real Estate Agency continues to assess the situation and update its response to the crisis needed.

My license expires in June. What are my options when it comes to completing continuing education?

- Complete your continuing education and renew your active license (\$300) by June 30.
- Renew your active license (\$300) by June 30 and choose the option to delay your continuing education submission until July 31.
- Renew your license inactive (\$150) by June 30, complete your continuing education, and then reactivate your license (\$150). Please note: You cannot conduct professional real estate activity while your license is inactive.
- If your license expires, complete your

continuing education and then renew your license late. (\$300 + \$150 late fee). Please note: You cannot conduct professional real estate activity while your license is expired. You have one year from your license expiration date to renew late or your license will lapse.

My license expires in July. Do I get the same options for completing continuing education?

Yes. Your license renewal deadline is July 31, and you can delay your continuing education submission until August 31.

Is PSI offering exam and fingerprinting services now?

Yes, PSI has resumed offering <u>license exams</u> and fingerprinting services.

Can I come to the Agency's office to do business or ask a question?

The Agency's office remains temporarily closed to the public and staff.

Agency staff can still be reached by phone and <u>email</u> during normal business hours. All applications, renewals, license transfers, and other licensing processes can still be completed through <u>eLicense</u>, <u>our online licensing system</u>.

Can I still file a complaint against another licensee with the Agency?

Yes, the Agency is still accepting <u>complaints</u> by email only.



Authorization for Military Spouses to Temporarily Sell, Manage Real Estate

After conducting the rulemaking process, including a hearing, the Oregon Real Estate Agency filed permanent rules to implement Oregon Laws 2019 Chapter 142 (House Bill 3030) that allows the temporary authorization of spouses and domestic partners of active-duty military members of the United States Armed Forces to conduct professional real estate activity in Oregon. An applicant for temporary authorization must be actively licensed in another state, and their spouse or domestic partner must be stationed in Oregon.

An applicant seeking temporary authorization to act as a broker, principal broker, or property manager must:

- Complete the applicable license application in eLicense, submit to a criminal background check, and pay the required fee. (\$300)
- Provide the Agency a license history from the state where licensed.
- Schedule the applicable license exam with PSI. (Only the Oregon section of the exam is required for a broker or principal broker license.) (\$75)
- Take and pass the applicable license at a PSI test site.

 Have fingerprints taken while at a PSI test site. (Currently \$41.25 + \$15)

Please note: In many circumstances, military spouses who move from one state to another because of change-of-station orders are eligible for reimbursement of licensing costs up to a certain amount. See www.veterans.gov/milspouses for more information.

A temporary authorization is valid until the earliest of the following:

- 2 years from the date of issuance.
- The date the spouse or domestic partner completes their term of active service in Oregon.
- The date the applicant's license issued by another state expires.

After a temporary authorization ends, a spouse or partner who wishes to continue conducting professional real estate activity must apply to the Agency for a real estate license, meeting the current requirements per statute and rule.

The new permanent rules are set out in Oregon Administrative Rules <u>863-014-0054</u> and <u>863-024-0054</u> and are effective July 1, 2020.

Veterans' Tools for Recovering from Current Economic Crisis

Editor note: This information is provided by the Oregon Department of Veterans' Affairs (ODVA). Contact ODVA at (800) 692-9666 with any questions.

The coronavirus pandemic has changed our world. But it has not changed Oregon's commitment to those who served and fought for us.

To help guide veterans and their families recover in the wake of the economic crisis caused by COVID-19 and to inform them of any changes to their earned benefits, ODVA has developed a new online Veteran Resource

Navigator designed to assist veterans from all walks of life in finding the federal, state, and local resources that are most needed for their unique circumstances in 2020.

This tool includes resources that are organized by topic, including Economic, Health, Education, Housing, Food, and other resources. The new online Veteran Resource Navigator is available at www.oregon.gov/odva/COVID/Pages/default.aspx. Veterans can also access additional assistance by calling an ODVA Veteran Resource Navigator at (800) 692-9666.



Image by Sang Hyun Cho from Pixabay

Administrative Actions

The Oregon Real Estate Agency is required by law to publish disciplinary actions. The final order for each action can be viewed by clicking on the individual names listed below.

Please note that there are individuals with real estate licenses that may have the same or similar names as those listed below, even in the same market area. If you are in doubt if an individual listed here is someone you know or you are working with, please contact the Agency for verification.

Stipulated settlements do not necessarily reflect all the factual violations initially alleged by the Agency. Sanctions may have been adjusted as part of the negotiation process. Such settlements may not, therefore, directly compare in severity or sanction with other cases.

REVOCATION

Chase, Sandra Lena (Baker City) Principal Broker 200704279, Final Order by Default dated May 12,2020 issuing a revocation and a \$9,500.00 civil penalty.

REPRIMAND

Teel, Tina Marie (Molalla), Property Manager 200504540, Stipulated Order dated April 15, 2020, issuing a reprimand.

Gregory, Sherri R. (Sweet Home), Principal Broker 970300073, Final Order by Default dated May 5,2020 issuing a reprimand.

Rian, Aaron (Portland), Principal Broker 200711174, Stipulated Order dated May 7, 2020 issuing a reprimand.

CIVIL PENALTY

Expired License

Expired and Late Renewal civil penalties are computed using each 30-day period as a single offense. The civil penalty for the first 30-day period can range from \$100-\$500, with each subsequent 30-day period ranging from \$500-\$1,000. ORS 696.990

Martinson, James (Silverton) Principal Broker 990100164, Stipulated Order dated April 20, 2020, issuing a \$2,100 civil penalty.

Stevens, Debra Lea (Jacksonville) Principal Broker 200110147, Stipulated Order dated April 22, 2020, issuing a \$100.00 civil penalty.

OREGON REAL ESTATE NEWS-JOURNAL

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The Oregon Real Estate News-Journal is published by the Oregon Real Estate Agency as an educational service to all real estate licensees in the state under the provisions of section 696.445 of the Oregon Revised Statutes.

Mesheal Heyman, Editor Vol. 74, No. 3 June 2020