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REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of TOBIN LEITH JOHNSON	STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Tobin Johnson (Johnson) do hereby agree and stipulate to the following:

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Johnson was licensed as a principal broker with Kinetic Properties, LLC.

1.2 On August 19, 2024, the Agency received a complaint from Janice Elhindi (J. Elhindi) against Johnson. J. Elhindi alleged in her complaint that three units in the apartment complex she owned had been vacant for over a year. In addition, J. Elhindi alleged that a tenant security deposit was not deposited for several months after receipt. The Agency opened an investigation.

1.3 A review of records provided to the Agency showed J. Elhindi and her husband Bob Elhindi (B. Elhindi) own a 25-unit apartment complex in Beaverton, OR.

1.4 Johnson provided the Agency with Rent Roll reports for the period May 2024 through September 2024. A review of these records showed there were no vacancies in any of the apartments for longer than three months.

1.5 In her complaint, J. Elhindi wrote that a new tenant paid their security deposit when they moved in on March 15, 2024. The tenant gave the security deposit, in the amount of $800.00, to B. Elhindi, who then let Johnson know the check was in the office at the apartment

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complex. J. Elhindi wrote that Johnson never picked up the check, and B. Elhindi took the check to Johnson on May 1, 2024.

1.6 A review of communication provided to the Agency showed a text message on March 14, 2024, between the tenant and Johnson. In the text message, Johnson wrote “Don’t worry about the security deposit being listed as due. Bob told me he slid the check into the desk in the office.”

1.7 Between April 12, 2024, and July 16, 2024, the tenant communicated with Johnson via email and text message inquiring about the security deposit balance that was still showing in their online portal.

1.8 On July 16, 2024, the tenant texted Johnson an image of a cashier’s check that had been deposited. In response, Johnson texted “This check was never deposited in either the operating account or the security deposit account. My suggestion would be to put a stop payment on it and have them reissue.” The tenant notified Johnson that the check was cashed on May 1, 2024.

1.9 Johnson let the tenant know that he found the payment and would correct their ledger. Johnson confirmed the check was cashed on May 1, 2024.

(1) Conclusion of Law: By failing to deposit a tenant security deposit within five banking days after receipt, Johnson violated ORS 696.301(3) and its implementing rule OAR 863-025-0025(7) 1/1/2024 Edition. In addition, Johnson violated ORS 696.301(3) and its implementing rule OAR 863-025-0065(4) 1/1/2024 Edition.

(2) Conclusion of Law: By failing to timely deposit funds received on behalf of the property owner, Johnson violated ORS 696.301(3) as it incorporates ORS 696.890(4)(c)(d)(e) 2023 Edition.

1.10 A review of the tenant ledger showed a payment entry from the tenant dated May 1, 2024, in the amount of $800.00. Johnson’s last text messages to the tenant were on July 16, 2024,

1.11 In an email to Agency Investigator Cidia Nañez (Nañez), Johnson wrote “Yes, the receipt was backdated to the day it was actually deposited at the bank.”

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1.12 In an interview with Nañez, Johnson clarified that the tenant's security deposit cashier's check was entered as a rent payment that was posted to apartment 6, instead of apartment 26.

1.13 Johnson provided Nañez the May 2024 bank statements for clients' trust accounts ending in 3448 (CTA #3448) and security deposit account ending in 3445 (CTA-SD #3445), along with the May 2024 reconciliation for CTA #3448.

1.14 A review of the records provided showed Johnson had included a May 2024 General Ledger report that showed a receipt of $800.00 from the tenant, dated May 1, 2024.

1.15 Johnson's backdated entry of the security deposit removed documentation from the receipts and disbursements journal that showed the $800.00 security deposit had originally been misapplied as a rent payment to a different apartment.

(3) Conclusion of Law: By failing to maintain complete and adequate records of property management activity in a format that readily enables tracking and reconciliation, Johnson violated ORS 696.301(3) and its implementing rule OAR 863-025-0035(3)(b) 1/1/2024 Edition.

1.16 The May 2024 Trust Account Reconciliation document for CTA #3448 was signed and dated on September 9, 2024.

(4) Conclusion of Law: By failing to reconcile CTA #3448 within 30 days of the bank statement, Johnson violated ORS 696.301(3) and its implementing rule OAR 863-025-0028(2)(d)(A)(B) 1/1/2024 Edition.

1.17 All of the above demonstrate incompetence or untrustworthiness in performing acts for which the real estate licensee is required to hold a license and conduct that is below the standard of care for the practice of professional real estate activity in Oregon.

(5) Conclusion of Law: Based on the foregoing, Licensee is subject to discipline under ORS 696.301(12) and (15) 2023 Edition.

2.

2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

2.2 The Agency reserves the right to investigate and pursue additional complaints that may be received in the future regarding this licensee.

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2.3 In establishing the violations alleged above, the Agency may rely on one or more of the definitions contained in ORS 696.010.

3.

STIPULATION AND WAIVER

I, Tobin Johnson**,** have read and reviewed this Stipulated Final Order and its Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and complete agreement and stipulation between the Agency and me. I further understand that if I do not agree with this stipulation, I have the right to request a Hearing on this matter and to be represented by legal counsel at such a Hearing. I also understand that any Hearing would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this matter.

I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and understand that the Order which follows hereafter, which I have also read and understand, may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I further understand that, in accordance with the provisions of ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News Journal.

In addition to all of the above, I agree that once the Commissioner executes this Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby waive the right to challenge the validity of service.

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ORDER

IT IS HEREBY ORDERED that Tobin Johnson's principal broker license be reprimanded.

IT IS FURTHER ORDERED that due to the violations addressed above, Tobin Johnson will be subject to a future clients' trust account reconciliation review within 6 months of the issuance of this order.

IT IS SO STIPULATED:

DocuSigned by:
Tobin Johnson
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TOBIN JOHNSON

Date 8/19/2025 | 2:39 PM PDT

IT IS SO ORDERED:

Signed by:
Steve Strode
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STEVEN STRODE

Real Estate Commissioner

Date 8/20/2025 | 8:50 AM PDT.

Date of Service: 8/20/2025