

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of )  
BRITTANY ANN GIBBS ) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Brittany Ann Gibbs (Gibbs) do hereby agree and stipulate to the following:

FINDINGS OF FACT  
&  
CONCLUSIONS OF LAW

1.

1.1 On December 7, 2016 Gibbs' real estate broker license was associated with More Realty, Inc. (More). She obtained her principal broker license on June 19, 2018. On July 24, 2018, Gibbs registered the business name Move Real Estate Inc. (Move) and associated her license with Move. At all times mentioned herein on or before June 18, 2018, Gibbs was licensed as a broker with More. At all times mentioned herein between June 18 and July 24, 2018, Gibbs was licensed as a principal broker with More. At all times mentioned herein on or after July 24, 2018, Gibbs was licensed as a principal broker with Move.

1.2 On February 21, 2019, the Agency received a complaint from Catharine Kristine Veeder (Veeder) against Gibbs.

1.3 On June 6, 2018, Veeder contacted Gibbs to discuss listing her property located at 9900 SE 73<sup>rd</sup> Avenue (73<sup>rd</sup> Ave). Veeder asked Gibbs to view the property and provide feedback on repairs.

1.4 On June 10, 2018, Gibbs texted Veeder her repair recommendations, including repairing five holes in walls throughout the house, fixing the insulation in the laundry room, and installing drywall in the laundry room.

1           1.5    On June 11, 2018, Gibbs emailed Veeder stating that it would take about two  
2 weeks for repairs to be completed. Gibbs said she would let Veeder know when Gibbs got  
3 some bids for the work and what the contractor said about the drywall for the laundry room.

4           1.6    Gibbs and Veeder signed a listing agreement on June 12, 2018.

5           1.7    Veeder says that Gibbs never sent her bids or quotes, and that much of the work  
6 done on the property was unapproved.

7           1.8    Veeder said most of the work was done in June or July, but she only received  
8 two invoices in December.

9           1.9    Gibbs said she spent \$5000 on repairs to 73<sup>rd</sup> Ave.

10          1.10   Veeder complained that Gibbs reduced the sale price of 73<sup>rd</sup> Ave without  
11 Veeder's consent or written authorization.

12          1.11   The Regional Multiple Listing Service history shows that on August 19, 2018,  
13 Gibbs lowered the sale price of 73<sup>rd</sup> Ave from \$299,000 to \$289,000. On August 22, 2018, it  
14 showed Gibbs increased the sale price from \$289,000 to \$299,000. On August 26, 2018, it  
15 showed Gibbs again lowered the sale price to \$289,000.

16          1.12   Gibbs admitted to not having a price change request from Veeder in writing.

17 **(1) Violation:** By reducing the sale price of 73<sup>rd</sup> Ave by \$10,000 without Veeder's written  
18 authorization, Gibbs violated 696.301(3) as it incorporates ORS 696.805(2)(a) and (3)(a) and  
19 (c) (2017 Edition). ORS 696.805(2)(a) states that a seller's agent owes the seller, other  
20 principals, and the principals' agents involved in a real estate transaction the affirmative duty of  
21 dealing honestly and in good faith. ORS 696.805(3)(a) and (c) states that a seller's agent owes  
22 the seller involved in a real estate transaction the affirmative duties of exercising reasonable  
23 care and diligence and being loyal to the seller by not taking action that is adverse or  
24 detrimental to the seller's interest in a transaction.

25          1.13   On September 14, 2018, Lyndsey Lord (Lord), a broker with Premiere Property  
26 Group, LLC, submitted an offer to purchase 73<sup>rd</sup> Ave on behalf of her client, Julie Moore  
27 (Moore), for \$262,900, contingent on the sale of a property Moore owned.

28          1.14   Veeder countered with \$286,000 on September 17, 2018, asking Gibbs to make  
29 the counter-offer "as-is." Gibbs did not include in the counter-offer the "as-is" verbiage, but  
30 Veeder signed it anyway.

1           1.15 Because Veeder was unaware that Gibbs had reduced the listing price from  
2 \$299,000 to \$289,000, Veeder thought she was giving a price concession of \$13,000 for an  
3 “as-is” sale. Moore, knowing the listing price was \$289,000, thought that Veeder was only  
4 willing to accept a \$3,000 price reduction, and so Moore thought she could negotiate more in  
5 credits toward repairs.

6 **(2) Violation:** By reducing the sale price of 73<sup>rd</sup> Ave without written authorization and  
7 impeding Veeder’s ability to effectively negotiate the transaction with the buyer, Gibbs violated  
8 696.301(3) as it incorporates ORS 696.805(2)(a) and (3)(a) and (c) (2017 Edition). ORS  
9 696.805(2)(a) states that a seller’s agent owes the seller, other principals, and the principals’  
10 agents involved in a real estate transaction the affirmative duty of dealing honestly and in good  
11 faith. ORS 696.805(3)(a) and (c) states that a seller’s agent owes the seller involved in a real  
12 estate transaction the affirmative duties of exercising reasonable care and diligence and being  
13 loyal to the seller by not taking action that is adverse or detrimental to the seller’s interest in a  
14 transaction.

15           1.16 On September 14, 2018, Claudia Pobanz (Pobanz), a principal broker with Silver  
16 Key Real Estate, submitted an offer to purchase 73<sup>rd</sup> Ave on behalf of Jennifer McBratney  
17 (McBratney) for \$289,000.

18           1.17 According to Pobanz, on September 15, 2018, Gibbs acknowledged receipt of  
19 the offer, but Gibbs didn’t tell Pobanz if Veeder accepted it.

20           1.18 On September 16, 2018, McBratney’s offer to purchase expired. Pobanz emailed  
21 Gibbs to let Gibbs know that McBratney was moving on even though she liked the property.  
22 Gibbs responded that Veeder had accepted the offer. Pobanz told Gibbs that, had Pobanz  
23 been informed of the delay, of the intention of the seller to accept the offer, or of a request for  
24 an extension on the expiration of the offer, the transaction could have proceeded. But the lack  
25 of communication led Pobanz and McBratney to assume the offer was not accepted, and  
26 McBratney began looking for another property.

27 **(3) Violation:** By not communicating with Pobanz regarding the status of the acceptance of  
28 the offer, resulting in McBratney terminating her offer, Gibbs violated 696.301(3) as it  
29 incorporates ORS 696.805(2)(b) and (3)(a) and (c) (2017 Edition). ORS 696.805(2)(b) states  
30 that a seller’s agent owes the seller, other principals, and the principals’ agents involved in a

1 real estate transaction the affirmative duty of presenting all written offers, written notices, and  
2 other written communications to and from the parties in a timely manner without regard to  
3 whether the property is subject to a contract for sale or the buyer is already a party to a  
4 contract to purchase. ORS 696.805(3)(a) and (c) states that a seller's agent owes the seller  
5 involved in a real estate transaction the affirmative duties of exercising reasonable care and  
6 diligence and being loyal to the seller by not taking action that is adverse or detrimental to the  
7 seller's interest in a transaction.

8 1.19 On September 18, 2018, Veeder asked Gibbs if Moore had accepted the  
9 counter-offer submitted on September 16, 2018. Gibbs responded, "Yes." Veeder stated that  
10 she never received as copy of the signed counter-offer.

11 1.20 Lord reports she sent a copy of the counter-offer to Gibbs on September 17,  
12 2018.

13 **(4) Violation:** By not providing a copy of the signed counter-offer to Veeder, Gibbs violated  
14 696.301(3) as it incorporates ORS 696.805(2)(b) and (3)(a) and (c) (2017 Edition) and OAR  
15 863-015-0135(4) (1-1-18 Edition). ORS 696.805(2)(b) states that a seller's agent owes the  
16 seller, other principals, and the principals' agents involved in a real estate transaction the  
17 affirmative duty of presenting all written offers, written notices, and other written  
18 communications to and from the parties in a timely manner without regard to whether the  
19 property is subject to a contract for sale or the buyer is already a party to a contract to  
20 purchase. ORS 696.805(3)(a) and (c) states that a seller's agent owes the seller involved in a  
21 real estate transaction the affirmative duties of exercising reasonable care and diligence and  
22 being loyal to the seller by not taking action that is adverse or detrimental to the seller's  
23 interest in a transaction. OAR 863-015-0135(4) states that, when a licensee receives a written  
24 acceptance of an offer or counter-offer to purchase real property, the licensee must deliver  
25 within three banking days true, legible copies of the offer or counter-offer, signed by the seller  
26 and buyer, to both the buyer and seller.

27 1.21 On September 28, 2018, Moore had a home inspection performed on 73<sup>rd</sup> Ave.

28 1.22 On October 4, 2018, Lord submitted a repair addendum to Gibbs. In the repair  
29 addendum, Moore requested a price reduction to \$276,000 with a \$6,000 credit toward closing  
30 costs and proof of sewer repair.

1           1.23 On October 9, 2018, Veeder requested by text a copy of the repair addendum,  
2 indicating she had not received one.

3           1.24 On October 11, 2018, Gibbs emailed Veeder a copy of Moore’s inspection report.  
4 Veeder replied, again requesting a copy of the repair addendum.

5           1.25 Moore terminated her offer to purchase on October 11, 2018, because the repair  
6 addendum was not signed.

7           1.26 On October 15, 2018, Gibbs emailed the termination and the repair addendum to  
8 Veeder.

9 **(5) Violation:** By not providing the repair addendum to Veeder in a timely manner, Gibbs  
10 violated 696.301(3) as it incorporates ORS 696.805(2)(b) and (3)(a) and (c) (2017 Edition).  
11 ORS 696.805(2)(b) states that a seller’s agent owes the seller, other principals, and the  
12 principals’ agents involved in a real estate transaction the following affirmative duty of  
13 presenting all written offers, written notices, and other written communications to and from the  
14 parties in a timely manner without regard to whether the property is subject to a contract for  
15 sale or the buyer is already a party to a contract to purchase. ORS 696.805(3)(a) and (c)  
16 states that a seller’s agent owes the seller involved in a real estate transaction the affirmative  
17 duties of exercising reasonable care and diligence and being loyal to the seller by not taking  
18 action that is adverse or detrimental to the seller’s interest in a transaction.

19           1.27 On October 16, 2018, Veeder sent an email to Gibbs terminating the listing  
20 contract for 73<sup>rd</sup> Ave.

21           1.28 On February 11, 2019, Gibbs emailed Veeder stating that Gibbs had consulted  
22 with an attorney, and the contractors would be putting a lien on 73<sup>rd</sup> Ave.

23           1.29 Veeder reported she never received a notice of right to lien from any contractor  
24 for the work Gibbs had done on 73<sup>rd</sup> Ave.

25           1.30 On March 1, 2019, 73<sup>rd</sup> Ave went active again on RMLS after Veeder signed a  
26 listing agreement with another broker. Gibbs said she didn’t know Veeder hired another broker  
27 until the property was relisted. The listing changed to pending on March 12, 2018.

28           1.31 On March 14, 2018, Gibbs emailed Eden Toothman (Toothman), Senior Escrow  
29 Officer for Lawyers Title of Oregon, LLC. Gibbs told Toothman that Gibbs was planning to sue  
30

1 Veeder for the repairs paid for by Gibbs, and that the litigation could delay the current  
2 transaction.

3 1.3~~2~~<sup>4</sup> On March 14, 2018, Gibbs emailed Veeder notifying Veeder that that Gibbs had  
4 retained legal counsel and was planning to file a lawsuit for the unpaid contractor bills. Gibbs  
5 said that the civil suit would delay the sale of 73<sup>rd</sup> Ave.

6 **(6) Violation:** By attempting to interfere with the contract between Veeder and another  
7 broker, Gibbs violated ORS 696.301(6) (2019 Edition), which states that the Real Estate  
8 Commissioner may reprimand any real estate licensee who has intentionally interfered with the  
9 contractual relations of others concerning real estate or professional real estate activity.

10 1.33 On November 13, 2010, Agency Financial Investigator/Auditor Lisa Montellano  
11 (Montellano) contacted Gibbs to request an appointment for an interview, suggesting the  
12 interview be conducted at a place where Gibbs would have access to her documents and  
13 records pertaining to her representation of Veeder in the sale of 73<sup>rd</sup> Ave.

14 1.34 During the interview on November 19, 2019, at Gibbs' office, Montellano asked  
15 Gibbs to produce multiple documents relating to the Veeder transaction, however, Gibbs was  
16 unable to locate many of the documents requested. Montellano wrote a down a list of  
17 documents she was requesting from Gibbs and followed up by email containing the list of the  
18 requested documents that same day. Gibbs was required to provide the documents no later  
19 than the end of business on November 25, 2019. As of December 20, 2019, Gibbs had not  
20 produced the requested documents.

21 **(7) Violation:** By not making documents and records of the transaction available to the  
22 Agency for inspection and viewing, and failing to provide the requested documents altogether  
23 Gibbs violated ORS 696.301(3) as it incorporated ORS 696.280(3) (2019 Edition) and OAR  
24 863-015-0260(2) (1-1-18 Edition). ORS 696.280(3) states that complete and adequate records  
25 of all professional real estate activity conducted by or through the principal real estate broker  
26 must at all times be open for inspection by the Real Estate Commissioner or the  
27 commissioner's authorized representatives. OAR 863-015-0260(2) (1-1-18 Edition) states that  
28 a principal broker must maintain at the principal broker's office a means of viewing copies of  
29 documents or records. A principal broker must provide, at his or her expense, a paper copy of  
30 any document or record the Agency requests.



1 I have read and reviewed the above findings of fact and conclusions of law which have  
2 been submitted to me by the Agency and, further, the order which follows hereafter. I  
3 understand that the findings of fact, conclusions of law, and this stipulation and waiver embody  
4 the full and complete agreement and stipulation between the Agency and me. I further  
5 understand that if I do not agree with this stipulation, I have the right to request a hearing on  
6 this matter and to be represented by legal counsel at such a hearing. Hearings are conducted  
7 in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the  
8 Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. I  
9 freely and voluntarily waive my rights to a hearing, to representation by legal counsel at such a  
10 hearing, and to judicial review of this matter.

11 I hereby agree and stipulate to the above findings of fact and conclusions of law and  
12 understand that the order which follows hereafter may be completed and signed by the Real  
13 Estate Commissioner or may be rejected by the Real Estate Commissioner. I understand that,  
14 in accordance with the provisions of ORS 696.445(3), notice of this order shall be published in  
15 the Oregon Real Estate News-Journal.

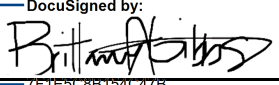
16 I agree, once the Commissioner executes this stipulated order, that I will accept service  
17 of the final order by email and hereby waive the right to challenge the validity of service.

18 ORDER

19 IT IS HEREBY ORDERED that Gibbs' principal broker license be, and is hereby is,  
20 reprimanded.

21  
22 IT IS SO STIPULATED:

23  
24 IT IS SO ORDERED:

24 DocuSigned by:  
25   
26 7F1E3C8B134C47B...

26 BRITTANY ANN GIBBS

27  
28 Date 8/26/2020 | 4:17 PM PDT

24 DocuSigned by:  
25   
26 D141D267DDE14AU...

26 STEVEN STRODE

27 Real Estate Commissioner

28 Date 8/27/2020 | 11:04 AM PDT



29  
30 Date of Service: 08/27/2020