

1 REAL ESTATE AGENCY  
2 BEFORE THE REAL ESTATE COMMISSIONER  
3

4 In the Matter of the Real Estate License of )  
5 )  
6 CLAIRE DIANE PARIS ) STIPULATED FINAL ORDER  
7 )  
8 \_\_\_\_\_ )  
9

10 The Oregon Real Estate Agency (Agency) and Claire Diane Paris (Paris) do hereby  
11 agree and stipulate to the following:

12 FINDINGS OF FACT  
13 &  
14 CONCLUSIONS OF LAW

15 1.

16 1.1 At all times mentioned herein, Paris was licensed as a principal broker with Paris  
17 Group Realty LLC.

18 1.2 Paris entered into a listing agreement with Tim and Jan Sharrock (Sharrocks) for  
19 their property located at 3510 NE 19<sup>th</sup> Ave. in Portland, Oregon (subject property). When Paris  
20 viewed the property she noticed two white exhaust tubes which she was almost certain were  
21 part of a gas furnace.

22 1.3 On the signed listing agreement, "FOR-AIR" was listed as the heat source, and  
23 "GAS" was filled in for fuel.

24 1.4 On July 12, 2018, Paris received a copy of the Home Energy Score report. The  
25 report noted the subject property had a "Natural Gas Furnace 80% AFUE," and an air  
26 conditioner "13 SEER." Paris said the information in the report confirmed her belief that the  
27 home had gas heat.

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1           1.5    On July 15, 2018, Paris received the Seller's Property Disclosure from the  
2 Sharrocks. The disclosure indicated there was an underground storage tank. After reviewing  
3 the report Paris did not seek additional information from the Sharrocks regarding the  
4 underground oil tank.

5 (1)    **Violation:** By failing to seek additional information after reviewing the Seller's Property  
6 Disclosure statement which indicated an underground storage tank, Paris violated ORS  
7 696.301(3) as it incorporates ORS 696.805(3)(a) (2017 Edition) which states a seller's agent  
8 owes the seller involved in a real estate transaction the following affirmative duties: (a) to  
9 exercise reasonable care and diligence.

10          1.6    On July 27, 2018, broker Katie Spurlock (Spurlock) submitted an offer on behalf  
11 of her buyers, Caren and John Raisin (Raisins). On July 20, 2018, another offer was  
12 submitted by broker Dana Cody (Cody) on behalf of her buyers Tanja Diers and Noel  
13 Hendrickson (Diers and Hendrickson).

14          1.7    On July 31, 2018, Sharrocks accepted Raisins' offer.

15          1.8    On the same day as the inspections were scheduled to occur, August 3, 2018,  
16 Spurlock emailed Paris requesting a copy of the Seller's Property Disclosure.

17          1.9    During the inspection on August 3, 2018, the inspector pointed out the oil line  
18 leading to the furnace, indicating the furnace was oil and not gas. That afternoon Spurlock  
19 sent an email to Paris relaying the furnace was oil with a tank buried under the foundation.

20          1.10   According to Paris, she updated RMLS to reflect the furnace was oil.

21          1.11   The Raisins terminated the transaction on August 6, 2018. According to  
22 Spurlock, the Raisins would not have looked at the home if they had known it was oil heat.  
23 The radon test and sewer scope had already been completed prior to termination. The home  
24 inspector offered Raisins a discount because they ended the inspection early and did not  
25 require a home inspection report. Spurlock paid for the Raisins' inspections totaling \$700.00.  
26 Paris split the costs of the inspections with Spurlock and issued a check for \$350.00

27          1.12   On August 6, 2018, the subject property was under contract with the second  
28 buyers, Diers and Hendrickson. Paris notified broker Cody regarding the underground oil tank,  
29 but did not mention the oil furnace or the conflicting information regarding it being oil instead of  
30 gas.

1 (2) **Violation:** By failing to notify the second buyers, Diers and Hendrickson, or their broker,  
2 of the active oil furnace or that there was conflicting information regarding the type of furnace  
3 Paris violated ORS 696.301(3) as it incorporates ORS 696.805(2)(c) (2017 Edition) which  
4 states a seller's agent owes the seller, other principals and the principals' agents involved in a  
5 real estate transaction the following affirmative duties: (c) to disclose material facts known by  
6 the seller's agent and not apparent or readily ascertainable to a party. Additionally Paris  
7 demonstrated incompetence or untrustworthiness in violation of ORS 696.301(12) (2017  
8 Edition) which states a licensee's real estate license may be disciplined if they have  
9 demonstrated incompetence or untrustworthiness in performing any act for which the real  
10 estate licensee is required to hold a license.

11 1.13 On August 13, 2018, Diers and Hendrickson had their home inspection.  
12 According to Cody, Diers and Hendrickson were shocked to learn the home had an oil furnace  
13 and that the underground oil tank was active. The buyer's repair addendum, requested that  
14 the oil tank be decommissioned and the oil furnace be replaced with gas. Sharrocks agreed to  
15 decommission the oil tank and lower the price.

16 2.

17 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.  
18 Based on these violations a reprimand is appropriate for violations of ORS 696.301(3) and  
19 ORS 696.301(12).

20 2.2 The Agency reserves the right to investigate and pursue additional complaints  
21 that may be received in the future regarding this licensee.

22 2.3 In establishing the violations alleged above, OREA may rely on one or more of  
23 the definitions contained in ORS 696.010.

24 2.4 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a  
25 real estate license, whether by operation of law, order of the Real Estate Commissioner or  
26 decision of a court of law, or the inactive status of the license, or voluntary surrender of the  
27 license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1)  
28 proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to  
29 the licensee; (3) Take action against a licensee, including assessment of a civil penalty against  
30 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order  
suspending or revoking a license.

1 STIPULATION & WAIVER

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

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

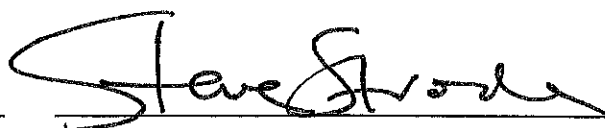
17 ORDER

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

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21 IT IS SO STIPULATED:

IT IS SO ORDERED:

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24 \_\_\_\_\_  
25 CLAIRE DIANE PARIS

  
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STEVEN STRODE  
Real Estate Commissioner

26  
27 Date 1/28/20  
28 \_\_\_\_\_

Date FEBRUARY, 2020  
\_\_\_\_\_

29 Date of Service: 2/5/2020  
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